doterra

ACUERDO Y APLICACIÓN DE DISTRIBUIDOR - CA

PASO 1 Informació	n personal					
Nombre del solicitante			Dirección de en	La misma que la direción de cobro		
Nombre del cosolicitante (si aplica)		Ciudad, Provincia, código postal				
Nombre de la empresa (si aplica, requier		Teléfono principal:				
Núm. de SIN o Numero de companía (si e	 ;	Teléfono celular:				
Direción de cobro		Correo electrónico:				
Ciudad, Provincia, código postal		Fecha de nacimiento: Fecha de nacimiento del cosolicitante				
Inscriptor	Núm. de teléfono o núm.	de distribuidor	Patrocinador po	or colocación (si es diferente)	Núm. de teléfono o núm. de distribuidor	
Colección esenciales del hogar • \$330.00 CAD 234 VP AromaTouch con difusor • \$180.00 CAD 100 VP	pción de inscripción	Colección el aceite		Colección todos los aceites	Folleto de introducción de dōTERRA • \$42.00 CAD Cant. Otros productos	
 Essenciales del hogar y perlas \$185.00 CAD 123.50 VP Aromáticos esenciales con difusor \$248.25 CAD 154 VP 	-Ahorras \$163.00 CAD -Costo \$600.00 CAD 400 VP	•Ahorras \$3 •Costo \$980 700 VP		•Ahorras \$372.25 CAD •Costo \$1975.00 CAD 1316.50 VP		

PASO 3 Programa opcional mensual de autoenvío (LRP)

Selecciones favoritas de autoenvío (LRP):		Producto	Puntos de productos: Como participante del autoenvío
 Hábitos diarios: Vitalidad diaria, Deep Blue®, TerraZyme®, Lavanda, On Guard®, Balance®, Limón, Incienso. 159 VP Essenciales para Hombre/Mujer: 2 Vitalidad diaria, 2 TerraZyme® 208 VP Esenciales para niños: Hinojo Dulce, Cardamamo, Lavanda, dōTERRA Serenity®, Aceite de coco fraccionado, Correct-X®. 142 VP Cuidado de la Piel: Veráge® sistema cuidado de la piel, Máscara de arcilla 			 (LRP) puedes ganar hasta el 30% de tu compra en puntos que se pueden canjear por productos gratuitos. Producto gratis del mes: Haz tu pedido de 125 VP o más el 15 del mes o antes y recibe el producto gratis del mes. Fecha para enviar orden LRP: (1–28)
desintoxicante, HD Clean®, Restregador vigorizante. 128.50 VP Esenciales para Actividades al aire libre: Rocia TerraShield®, dõTERRA® SPA bálsamo labial original, dõTERRA Touch® Lavanda, dõTERRA Touch® Te de arbol, Correct-X®, Menta, Limoncillo, Aceite de coco fraccionado, Deep Blue® ungüento. 139 VP		TOTAL	Nota: Tu primer autoenvío (LRP) saldrá al siguiente mes de tu inscripción. Los puntos se podrán canjear 60 días después de la inscripción si se cumplen los requisitos.

PASO 4 Reconocimiento de los términos en el reverso al firmar

Quiero ser Distribuidor Independiente de Productos de döTERRA Enterprises SARL y acuerdo que este contrato sea administrado por döTERRA Marketing Canada ULC (conocida como döTERRA Canada). Favor de cargar mi método de pago como se indica abajo. He leído y estoy de acuerdo con los términos y condiciones que se encuentran en la parte dorsal de este Acuerdo del Distribuidor Independiente de Productos y con las políticas que se encuentran en las Políticas y Procedimientos de döTERRA. Declaro que no tengo intereses económicos en ninguna cuenta de döTERRA, y si los tengo o los he tenido, esta solicitud de cuenta no viola las políticas de döTERRA.

Firma del solicitante			Firma del cosolicitant	Fecha								
La información física de la tarjeta de crédito será destruida luego de la aprobación del pedido. La información electrónica de la tarjeta de crédito se almacenará en la base de datos de dõTERRA.												
No. tarjeta de crédito	Código de verificación		Fecha de caducidad	¿Deseas que esta tarjeta permanezca en los archivos de dōTERRA para futuras compras regulares o LRP?								
Nombre como aparece en la tarjeta de crédito			Código postal de cobro	Si No								

«Firmar en el reverso

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döTERRA ACUERDO DE DISTRIBUIDOR INDEPENDIENTE DE PRODUCTO - Términos y Condiciones

- 1. Obligations and Representations. I understand that as a Wellness Advocate:
 - I have the right to offer for sale doTERRA products and services in accordance with the terms and conditions of this Wellness Advocate Application and Agreement.
 - I have the right to build a doTERRA sales organization.
 I will train and motivate the Wellness Advocates in my downline marketing organization.
 - I will comply with all federal, provincial, territorial, and municipal laws, ordinances, rules, and regulations.
 I will perform my obligations as a Wellness Advocate with
 - I will perform my obligations as a Wellness Advocate with honesty and integrity.
 - I will use only the sales agreements and order forms which are provided by doTERRA for the sale of goods and services, and I will follow all policies and procedures established by doTERRA for the completion and processing of such agreements and orders.
- of such agreements and orders. 2. Presenting doTERRA Products and Services. I agree to present the doTERRA Compensation Plan and doTERRA products and services as set forth in official doTERRA literature and presentations.
- 3. Independent Contractor Status. I agree that as a doTERRA Wellness Advocate, I am an independent contractor and not an employee, agent, partner, legal representative or franchisee of doTERRA. I am not authorized to and will not incur any debt, expense, or obligation, or open any checking account on behalf of, for, or in the name of doTERRA. I understand that I shall control the manner and means by which I operate my doTERRA business, subject to my compliance with this Wellness Advocate Application and Agreement, the doTERRA Policies and Procedures, and the doTERRA Compensation Plan (all of which are collectively referred to as the "Contract"). I agree that I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF dOTERRA FOR TAX PURPOSES. I acknowledge and agree that doTERRA is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection and remittance agreements between doTERRA, all appropriate taxing jurisdictions, and all related rules and procedures.
- 4. doTERRA Policies. I have carefully read and agree to comply with the doTERRA Policies and Procedures and the doTERRA Compensation Plan, both of which are incorporated into this Wellness Advocate Application and Agreement by this reference and become part of the Contract. I understand that I must be in good standing and not in violation of any of the terms of the Contract in order to be eligible to receive any bonuses or commissions from doTERRA. I understand that the Contract, including this Wellness Advocate Application and Agreement, the doTERRA Policies and Procedures, and the doTERRA Compensation Plan, may be amended at any time at the sole discretion of doTERRA, and I agree that upon 30 days notice, any such amendment will apply to me. Notification of amendments will be published in official doTERRA materials including the Company's official website. The continuation of my doTERRA business or my acceptance of any and all amendments to the contract.
- subsequent renewal is one year. Unless a party notifies the other of its intent to terminate the Contract, I agree that the Contract will renew automatically each year on its anniversary date and that doTERRA may automatically charge my credit card a renewal fee in the amount of \$30.00 CAD during the anniversary month of my Contract. I agree that if I have no downline organization at the time of renewal, I will be renewed as a Wholesale Customer. I agree that doTERRA may terminate my Contract for failure to pay the renewal fee, after one (1) year of inactivity, or at any time for violation of the terms and conditions of the Contract including any amendments thereto. If my Contract is terminated for any reason, I agree that I will permanently lose all Product Credits earned in the Loyalty Rewards Program as well as all rights as a Wellness Advocate and I shall not be eligible to sell dōTERRA products or services or to receive commissions, bonuses, or other remuneration from the activities of my former downline sales organization. I agree that if my Contract is terminated for any reason, I will immediately

discontinue use of any and all doTERRA trademarks, service marks, and copyrighted materials. I also agree that during the term of this Contract and for one (1) year following its termination, regardless of the reason for termination, I will not directly or indirectly solicit or recruit, as defined in the doTERRA Policies and Procedures, any doTERRA Wellness Advocate who is in my current or former downline organization or with whom I became acquainted by virtue of my participation as a doTERRA Wellness Advocate.

- 6. Assignment. I may not assign any rights or delegate my duties under this Contract without the prior written consent of döTERRA. döTERRA may freely assign the Contract at any time. Any attempt to transfer or assign the Contract without the express written consent of döTERRA renders the Contract terminable at the option of döTERRA and may result in termination of my business.
- 7. Breach of the Agreement. I understand that if I fail to comply with the terms of my Contract, döTERRA may, in its sole discretion, impose upon me disciplinary action as set forth in the döTERRA Policies and Procedures. If I am in breach, default, or violation of the Contract at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. If I fail to pay for products or services when payment is due or am indebted to döTERRA for any reason, including but not limited to for commissions or bonuses paid on returned product, I authorize döTERRA to withhold and retain the appropriate amounts from my bonus or commission checks or to charge my credit cards or other accounts which I have placed on file with döTERRA.
- 8. Limitation of Liability and Indemnification. doTERRA its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages If doTERRA is found to be in breach of the Contract, the maximum amount of damages I may claim shall be limited to the amount of unsold inventory that I personally purchased from the company and have remaining on hand. I release and agree to indemnify doTERRA and its affiliates from any and all liability, damages, fines, penalties, or other awards or settlements arising from, or relating to my actions in the promotion or operation of my doTERRA independent business and any activities related to it (for example, but not limited to, the presentation of doTERRA products or doTERRA Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorized claims, the failure to comply with any applicable federal, provincial territorial, or municipal law or regulation, etc.).
- 9. Entire Agreement. This Wellness Advocate Application and Agreement, the doTERRA Compensation Plan, and the doTERRA Policies and Procedures, in their current forms and as amended by doTERRA in its discretion, together constitute the entire agreement and Contract between doTERRA and myself. Any promises, representations, offers, or other communications not expressly set forth in this Wellness Advocate Application and Agreement and Contract are of no force or effect. To the extent of any conflict or inconsistency between this Wellness Advocate Application and Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall govern.
- 10. Waiver and Severability. Any waiver by döTERRA of any breach of the Contract must be in writing and signed by an authorized officer of döTERRA. Waiver by döTERRA of any breach of my Contract by me shall not operate or be construed as a waiver of any subsequent breach. If any provision or part of the Contract is held to be invalid or unenforceable, such provision or part shall be reformed only to the extent necessary to make it enforceable and the balance of the Contract will remain in full force and effect.
- 11. Survival. Sections 5, 8, 9, 10, 12, 13, 16, and 17 of this Wellness Advocate Application and Agreement, as well as the covenants to protect doTERRA's trade secrets, confidential information, intellectual property, and other proprietary materials, as set forth more fully in the Policies and Procedures, shall survive the termination of the Contract.
- Resolution of Conflicts. In the event of any dispute, claim, question, or disagreement arising from or relating to this Wellness Advocate Application or Agreement or the Contract

or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration in accordance with Section 19 of the Policies and Procedures. This agreement to arbitrate shall survive any termination or expiration of the Contract. Notwithstanding this arbitration provision, nothing herein shall prevent doTERRA from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect doTERRA's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

- Governing Law. The parties consent to the laws, jurisdiction and venue of the Province of Ontario as more fully set forth in Section 19 of the Policies and Procedures. I agree that, notwithstanding any statute of limitation to the contrary, any claim or action I wish to bring against doTERRA for any act or omission relating to the Contract must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim or cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against doTERRA for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.
 Use of Name and Image. I authorize doTERRA to use
- 14. Use of Name and Image. I authorize doTERRA to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.
- 15. Electronic Communication. I authorize doTERRA and its affiliates to communicate with me through electronic mail at the email address provided in this Wellness Advocate Application and Agreement. I understand that such email may include offers or solicitations for the sale and purchase of doTERRA products, sales aids, or services.
- 16. Counterparts. Emailed copies of this Wellness Advocate Application and Agreement shall be deemed an original. To be valid, copies submitted to doTERRA by email must include the front and back of the document.
- Data Protection. I give consent for doTERRA to process the personal data contained in this Wellness Advocate Application and Agreement and to transfer this personal data, together with information about this Wellness Advocate account's future sales activities, to any of doTERRA's worldwide subsidiaries and affiliated companies, and to other Wellness Advocates who are in the same sales organization or distribution chain, for the sole purpose of administering the sales and distribution of doTERRA products and providing reports to its Wellness Advocates of sales activity in their sales organizations. I understand that this transfer of information may be made to countries without a level of legal protection of privacy equivalent to that provided in my home country. I understand that if I receive sales reports containing personal data of other Wellness Advocates, I agree that I will not use such data except in the administration and development of my sales organization, and that upon termination of my Contract, I will immediately delete all such personal data from my files, except as otherwise required by law. The parties agree that this obligation survives the termination of the Contract. If Member desires to use the physical form to enroll, Member agrees to cut off payment card information from physical form and shred payment card information prior to submitting physical form to doTERRA.

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