doterra

WELLNESS ADVOCATE AGREEMENT - HK & MACAU

STEP 1 Personal Information *Required Field								
First & Last Name*	Phone number*	Work Phone*						
Co-Applicant Name (if applicable) / Company Name (if applicable, requires business application addendum)	HKID No.*							
Street Address*	Email*	Email*						
	Gender* Male Female	I wish to receive newsletter Yes No emails from doTERRA						
Delivery Address (if different from above)*	Date of Birth (DD/MM/YYYY)*	Co-Applicant Date of Birth (DD/MM/YYYY)						
Enrolling Sponsor Phone No. or Wellness Advocate No.	Placement Sponsor (if different)	Phone No. or Wellness Advocate No.						
The applicant agrees Company will assign an enroller/sponsor to applicant who does not have an enroller/sponsor. Please provide your enroller full name if you don't have enroller ID#.								
STEP 2 Choose an Enrollment Option								
USE THE FAST TRACK PLANS TO START AT A HIGHER PERCENTAGE								

(Healthy Start Kit	USE THE FAST TRACK PLANS TO START AT A HIGHER PERCENTAGE			doTERRA Introductory	
	HK\$1,600 125 PV Healthy Habits Kit HK\$1,900 125 PV MetaPWR System Enrollment Kit HK\$1,525 155 PV Family Essentials Kit HK\$2,800 225 PV	☐ Home Oil Enrollment Kit* HK\$5,250 500 PV	☐ Home Guard Enrollment Kit* HK\$5,500 500 PV	 Oil Sharer Enrollment Kit* HK\$19,800 2,000 PV 	doilERKA Introductory Packet HK\$280 0 PV waived with 125PV Qty Other Products	
	Start at 10%	Start at 15% and Receive 100 LRP Points*	Start at 15% and Receive 200 LRP Points*	Start at 25%	LRP Redemption 10% - 30%	
	40% Wholesale Discount				40% off	

Shipping: Ship to address above Pick up at Will Call

STEP 3 Monthly Loyalty Rewards Program (Optional) Favorite LRP Selections*: Loyalty Rewards Points: As a Loyalty Rewards HK\$ Qty Product ΡV participant, you can earn up to 30% of your purchase 🗌 60216537 Beginner's Trio Kit back in points that can be redeemed for free product. 🗌 60208280 Calm & Harmony Kit Product of the Month Club: Set your LRP order on or before the 15th for 125 PV or higher and receive the free Product 60208283 Relief & Revive Kit of the Month. Date to ship LRP order: (1-13, 16-28) 60223528 Protecting Shampoo & Daily Conditioner Ship to address above Hold for pick up at Product Center 60225354 Women's Health Kit (Note: Your first Loyalty Rewards shipment will begin the month 60226876 Lifelong Vitality Pack® TOTAL following your enrollment) STEP 4 **Payment Information** Cash **Credit Card** (Please contact Member Services) Other or or STEP 5 Acknowledge Terms on Back by Signing I want to be a Wellness Advocate of doTERRA. I have read and agree to the terms and conditions found on the back of this Wellness Advocate Agreement and the policies found in the doTERRA Policy Manual. I agree that I do not currently

have an interest in any dotERRA account, or if I do have or ever have had such an interest, my application for this account does not violate dotERRA policies. (This form can also be found at https://www.doterra.com/HK/en_HK).

Applicant Signature*

Co-Applicant Signature

Date*

 \ll Sign the Back

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döTERRA Hong Kong Limited, 10/F, Tower 3, China Hong Kong City, 33 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong. Tel. (852) 3197 6699 Fax. (852) 2735 3277, hongkongservice@doterra.com

döTERRA WELLNESS ADVOCATE AGREEMENT - Terms and Conditions

1. Obligations and Representations. döTERRA Hong Kong Limited, (döTERRA HK) is the party with whom you contract for the purchase and promotion of döTERRA products within Hong Kong. döTERRA GH Ireland Limited, (döTERRA GH) is the party with whom you contract for participation in the "döTERRA Sales Compensation Plan." Unless otherwise specified, döTERRA HK and döTERRA GH may be referred to collectively as "döTERRA" or "Company." I understand that as a Wellness Advocate of döTERRA®:

• I must be of legal age in Hong Kong.

 I have the right to offer for sale döTERRA® products and services in accordance with the terms and conditions of this Wellness Advocate 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 laws, rules, regulations and guidelines, guidelines (including securing and providing import licenses and declarations, as applicable), and shall make all reports and remit all withholdings or other deductions as may be required by any laws, rules, regulations, or guidelines.

• I will perform my obligations as a Wellness Advocate with honesty and integrity.

 I will use only the sale agreements and order forms which are provided by doTERRA® for the sales 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.

- completion and processing of such agreements and orders.
 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 döTERRA®. 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 Agreement, the doTERRA® Policy Manual, and the doTERRA® Sales 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 dōTERRA 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® Policy Manual and the doTERRA® Sales Compensation Plan, both of which are incorporated into the Wellness Advocate Agreement by this reference and become part of the Contract. Lunderstand 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 Agreement, the doTERRA® Policy Manual and the doTERRA® Sales 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 dōTERRA® materials including the Company's official website. The continuation of my doTERRA® business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments to the contract.
- 5. Payment of Bonuses or Commissions. I understand and agree that döTERRA GH has the responsibility to promote the sale of Products globally through the Sales Compensation Plan, and to license the network of Wellness Advocates and the Sales Compensation Plan to local affiliates, including döTERRA HK. As a result of the license, döTERRA HK has the responsibility, within Hong Kong, to promote the sale of Products to Wellness Advocates and to pay commissions for those sales. For administrative convenience, the commissions earned from the promotion and sale of Products within Hong Kong as well as outside of Hong Kong are generally paid in one combined payment to the Wellness Advocate.
- 6. Term and Termination. The term of this Contract and each subsequent renewal is one year. Unless a party notifies the other of its intent to terminate the Contract, I understand and agree that the Contract is renewed automatically each year on its anniversary date. I understand and agree that I will need to pay a renewal fee each year to renew my Contract with döTERRA®. Lagree that döTERRA® may automatically charge my credit card each year in the amount of HK \$200 during the anniversary month of my

Contract, doTERRA® may terminate my account at any time for violation of the terms and conditions of the Contract including any amendments thereto. If my Contract is canceled or terminated for any reason, I understand and agree that I will permanently lose all rights as a Wellness Advocate and I shall not be eligible to sell doTERRA® products or services or to receive commissions, bonuses, or other remuneration from the activities of my former downline sales organization. In the event of cancellation termination, or nonrenewal, I agree to forfeit and waive all the rights I have, including but not limited to property rights, to my former downline organization, and to any commissions, bonuses, or other remuneration derived through the sales and other activities of my former downline organization. If my Contract is not renewed, or if it is canceled or terminated for any reason. agree to 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 the termination or cancellation of this Contract, regardless of the reason for termination or cancellation, I will not directly or indirectly solicit or recruit, as defined in the doTERRA® Policy Manual, any dōTERRA® 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.

- 7. Assignment. I may not assign any rights or delegate my duties under this Contract without the prior written consent of doTERRA®. doTERRA® may freely assign the Contract at any time. Any attempt to transfer or assign the Contract without the express written consent of doTERRA® renders the Contract terminable at the option of doTERRA® and may result in termination of my business.
- 6 Breach of the Agreement. I understand that if J 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 Policy Manual. 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 dõTERRA®.
- Limitation of Liability and Indemnification. doTERRA®. 9. its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred 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 döTERRA® 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 Sales 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 laws, rules, regulations or guidelines, etc.)
- 10. Entire Agreement. This Wellness Advocate Agreement, the Sales Compensation Plan, and the Policy Manual, 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 Agreement and Contract are of no force or effect. To the extent of any conflict or inconsistency between this Wellness Advocate Agreement and the Policy Manual (in their current form or as subsequently modified), the Policy Manual shall govern.
- 11. Waiver and Severability. Any waiver by doTERRA® of any breach of the Contract must be in writing and signed by an authorized officer of doTERRA®. Waiver by doTERRA® of any breach of my Contract by me shall not operate or be construed as a waiver of any subsequent breach. If any provision of the Contract is held to be invalid or unenforceable, such provision 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.
- 12. Survival. Sections 6, 9, 10, 11, 12, 13, 14, 17 and 18 of this Wellness Advocate Agreement, as well as the covenants to protect döTERRA[®]'s trade secrets, confidential information, intellectual property, and other proprietary materials, as set forth more fully in the Policy Manual. shall survive the termination of the Contract.
- 13. Resolution of Conflicts. In the event of any dispute, claim, controversy, or disagreement arising out of, relating to or in connection with the Contract, including the existence, validity, interpretation, performance, breach, or termination thereof

(collectively, "Disputes"), the parties hereto shall use their best efforts to settle the Disputes. To this end, they shall, by written notice given from one party to the other ("Notice to Consult") initiate consultation and negotiation 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 sixty (60) days from the date of the Notice to Consult, then all Disputes shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC"). The seat of the arbitration shall be Hong Kong. The number of arbitrators shall be one (1). The parties shall request the HKIAC to promptly appoint a competent, disinterested person to act as such sole arbitrator. Within thirty (30) days after the appointment of the arbitrator, the arbitrator shall make directions for the arbitral proceeding. including setting the procedural timetable up to and including the evidentiary hearing and fixing a venue in Hong Kong for the evidentiary hearing, in consultation with the parties. Such arbitration proceeding shall be conducted in accordance with the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted as modified by the agreement herein. Such arbitration proceedings shall be conducted in English. The decision of the arbitrator shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction. 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 of competent jurisdiction for any interim attachment order. temporary restraining order, preliminary injunction, or other interim relief available to safeguard and protect doTERRA®'s interest prior to, during, or following the filing of any arbitration commenced under this clause or pending the rendition of a decision or award in connection with any arbitration commenced under this clause

- 44. Governing Law. The Contract shall be governed by and construed in accordance with the laws of the Hong Kong SAR of the People's Republic of China without regard to conflict of laws principles. I agree that notwithstanding any statute of limitation to the contrary, any claim or action I wish to bring against döTERRA[®] 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 and actions against döTERRA[®] for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.
- 15. Use of Name and Image. I authorize döTERRA® to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.
- 16. Electronic Communication. I authorize döTERRA® and its affiliates to communicate with me through electronic mail or fax at the email address or fax number or Whatsapp provided in this Wellness Advocate Agreement. I understand that such email may include offers or solicitations for the sale and purchase of döTERRA® products, sales aids, or services.
- 17. Counterparts. Emailed or faxed copies of this Wellness Advocate Agreement shall be deemed an original. To be valid, copies submitted to döTERRA® by email or fax must include the front and back of the document.
- 18. Data Protection. I give consent for doTERRA® to process the personal data contained in this application / 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. Lunderstand that if Lreceive 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 you do not want this personal data processed or transferred as described herein, please do not create a Wellness Advocate account with doTERRA®. At any time, I may access, amend, update or remove my personal data provided in this contract and may withdraw my consent contacting hongkongservice@doterra.com.

I hereby confirm and declare that all necessary information regarding the döTERRA products are business has been disclosed to me prior to the execution of this contract and that the content of the contract has been adequately conveyed to me all the queries I had were addressed and clarified by döTERRA.

*All words with trademarks or registered trademark symbols are trademarks or registered trademarks of dotERRA Holdings, LLC.

Signature

© 2022 dōTERRA Holdings, LLC,

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