

## WELLNESS ADVOCATE AGREEMENT – IE (EUROS)

## **Choose an Enrolment Option** USE THE FAST TRACK PLANS TO START AT A HIGHER PERCENTAGE ■ dōTERRA Introductory Packet **■ Family Essentials** • 24,50 €\* 177.75 €\* 137 PV Essential Oil Collection Kit Business Leader Kit Natural Solutions Kit **■ Home Essentials Kit** Other Products Qty • 323.75 €\* 247.50 PV - Cost 848.75 €\* - Cost 2622.25 €\* • Cost 3369.50 €\* 2078 PV • 1676.50 PV • 511.50 PV Cleanse & Restore Kit 342.25 €\* 203.50 PV \* Prices include VAT**. For kit details, see** doterra.com/ME/en\_ME/ireland-informa detera.com/ME/en\_ME/reland-information † Points will be redeemable 60 days following enrols qualifications are met AromaTouch Diffused Kit • 187.25 €\* 116.50 PV Start at 15% Start at 10% Start at 25% Start at 20% and Receive 100 Product Points† and Receive 200 Product Points† 25% Wholesale Discount Total Savings and Product Credits 1 STEP 2 Monthly Loyalty Rewards Program (optional) For Personal Consumption (not for resale) Favourite LRP Selections: Product Points: As a Loyalty Rewards participant, you can Product earn up to 30% of your purchase back in points that can be **Athlete Care Kit:** 193.50 € 177.50 PV redeemed for free product. Product of the Month: Set your LRP order on or before the Calm & Harmony Kit: 191.50 € 173 PV 15th for 125 PV or higher and receive the free Product of the Month. Changing Seasons Kit: 202 € 175 PV Date to ship LRP order: (1-13, 16-28)\_ Ship to address below ■ Daily Habits Kit: 276.75 € 191 PV (Note: Your first Loyalty Rewards shipment will begin the month Prices include VAT. See www.doterra.com/ME/en\_ME/ireland-**TOTAL** following your enrolment) information for kit details. STEP 3 **Personal Information** Shipping Address Same as Billing Address Applicant Name Co-Applicant Name (if applicable) Province, Country, Postal Code Company Name (if applicable, requires business application addendum) Primary Phone National Insurance No. or Tax ID No. (optional) Mohile Phone Email Address Billing Address Date of Birth Province, Country, Postal Code Co-Applicant Date of Birth **Enrolling Sponsor** Phone No. or Wellness Advocate No. Placement Sponsor (if different) Phone No. or Wellness Advocate No. STEP 4 Acknowledge Terms on Back by Signing I want to be a Wellness Advocate of doTERRA. Please charge my payment method for the items and programs requested above. I have read and agree to the terms and conditions of this Wellness Advocate Agreement (form 2011-C) and the policies 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 breach doTERRA policies. (This form can also be found at www.doterra.com/ME/en\_ME/ireland-information). Co-Applicant Signature Applicant Signature Date

<< Sign the Back

- dōTERRA
- 1. doTERRA Global Limited, having its principal place of business at 32 Molesworth Street, Dublin 2, Ireland, (hereinafter "doTERRA") is the party with whom you
- 2. Obligations and Representations. I understand that as an WA of dōTERRA:
  - I must be over 18 years old.
  - I have the right to offer for sale doTERRA products in accordance with the terms and conditions of this Wellness Advocate
  - I have the right to build a dōTERRA sales organisation.
    I will train and motivate the WAs in my
  - downline organisation.
  - I will comply with all laws applicable to the conduct of my business as an WA.
  - I will perform my obligations as an WA with honesty and integrity.
  - I will use only the official doTERRA sales agreements and order forms and I will follow all policies and procedures established by doTERRA relative to such agreements and orders.
- 3. Presenting doTERRA Products. I understand doTERRA sells a range of essential oils and other products and that sales of these products are made by the Wellness Advocates "WA" or in plural "WAs") who are independent distributors As a WA, I agree to present the doTERRA business opportunity, Compensation Plan and doTERRA products only as set out in official doTERRA literature and presentations. I will at all times act in a proper ethical, legal, moral and financially sound manner and I will not use any misleading, deceptive or unfair recruiting methods.
- 4. Independent Contractor Status. I agree that as a dōTERRA WA, I am an independent contractor and not an employee, agent, partner, legal representative or franchisee of doTERRA. I am not authorised to and will not incur any debt, expense, or obligation, or open any account on behalf of, for, or in the name of doTERRA.

I understand that I have the right to determine  $\mbox{\it my}$  own hours of business. I understand that I shall control the manner and means by which I operate my dōTERRA business, subject to my compliance with this Wellness Advocate Agreement, the doTERRA Policy Manual including 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, accommodation, secretarial, office, long distance telephone, and other expenses. I understand that I am personally liable for any taxes or duties required by law, including income tax, national insurance contributions and the proper collection and payment of VAT on sales, bonuses and commissions, and I will keep all such proper records as are necessary to ensure the proper assessment and payment of any such taxes or duties. UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF dÖTERRA FOR TAX PURPOSES OR EMPLOYMENT LAWS.

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

- 5. doTERRA Policies. I have carefully read and agree to comply with the doTERRA Policy Manual including the doTERRA Sales Compensation Plan, both of which separate documents are hereby expressly incorporated into the Wellness Advocate Agreement by this reference and become part of the Contract. I understand that I must not be in breach of any of the terms of the Contract in order to be eligible to receive any bonuses or commissions from dōTERRA
- 6. Term and Termination. The term of the 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 doTERRA. I agree that doTERRA may automatically charge my credit card each year in the amount of 15,00 €, VAT exclusive, during the anniversary month of my Contract.

dōTERRA may terminate my Contract at any time for breach 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 an WA and I shall not be eligible to sell doTERRA products or to receive commissions, bonuses, or other remuneration from my own activities or the activities of my former downline sales organisation. In the event of cancellation, termination, or nonrenewal, I agree to forfeit and waive all rights I have, including but not limited to property rights, my former downline organisation, and any commissions, bonuses, or other remuneration derived through the sales and other activities of my former downline organisation.

If my Contract is not renewed, or if it is cancelled or terminated for any reason, I 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 dōTERRA Policy Manual, any dōTERRA WA who is in my current or former downline organisation or with whom I became acquainted by virtue of my participation as a doTERRA WA.

I UNDERSTAND THAT MY STATUTORY RIGHTS TO CANCEL OR TERMINATE THE CONTRACT AND MY STATUTORY RIGHTSIN RELATION TO ANY CANCELLATION OR TERMINATION OF THE CONTRACT ARE SET OUT IN THE POLICY MANUAL. THIS SECTION 5 DOES NOT AFFECT MY STATUTORY RIGHTS.

- 7. Breach of the Agreement. I understand that if I fail to comply with the terms of my Contract, doTERRA may, in its sole discretion, impose upon me disciplinary action as set forth in the doTERRA Policy Manual. If I am in breach or default, 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 doTERRA for any reason, including but not limited to for commissions or bonuses paid on returned product, I authorise doTERRA to withhold and retain the appropriate amounts from my bonus or commission payments or to charge my credit cards or other accounts which I have placed on file with doTERRA.
  - 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 belimited to the amount of unsold inventory that I personally purchased from döTERRA 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 out of or in connection with 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 business opportunity including the Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorised claims, the failure to comply with any applicable laws etc.).
- 9. Entire Agreement. The Contract constitutes the entire agreement between doTERRA and myself. Any promises, representations, offers, or other communications not expressly set forth in the 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. The provisions of this section 9 as well as the covenants to protect doTERRA's trade secrets, confidential information, intellectual property, and other proprietary materials, as set out in the Policy Manual, shall survive the termination of the Contract

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.

- 9. Use of Name and Image. I authorise 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.
- 10. Electronic Communication. I authorise dōTERRA and its affiliates to communicate with me through electronic mail or fax at the email address or fax number provided in this Wellness Advocate Agreement. Further, by placing my initials here, I indicate my consent to dōTERRA contacting me by email with offers or solicitations for the sale and purchase of doTERRA
- 11. Data Protection. I understand that doTERRA will process the personal data contained in this application/ agreement or supplied by me to doTERRA in connection with my Contract at any time in the future as described in dōTERRA's Privacy Policy, which may be found on www.doterra.com/ME/en\_ME/privacy-policy-europe which sets forth how doTERRA processes personal data, including the types of data collected, the purposes for which these data are processed, the parties with whom the data may be shared, and your rights with respect to the processing of the data. I understand that if I receive sales reports containing personal data of other WAs, 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, I agree as a self-employed independent contractor that where, in the course of business, I collect and/or process customer personal data, including credit card information. I will ensure that such information is processed, stored and disposed of fully in accordance with applicable laws, including privacy and data protection laws. I further agree that I will comply with all aspects of my data protection obligations as more fully set forth in section 17 of the doTERRA Policy Manual.
- 12. Governing Law. The Contract shall be governed by Irish law.
- 13. Self-Invoicing. If I provide doTERRA with a valid VAT number to be associated with my dotERRA account I authorize dotERRA to issue, correct and duplicate, self-billing invoices for the provision of services which are covered by the Contract. This authorization shall not apply to deliveries of goods or the provision of services which are not covered by the Contract. If have provided doTERRA with a valid VAT number, further agree that I will immediately inform doTERRA (at least within 5 business days) about any changes to my VAT status. dōTERRA agrees to undertake issuing self-billing invoices in accordance with the provisions of the applicable national regulations in force.

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Signature

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