Wellness Advocate Agreement—US

dōTERRA®

First & Last Name	Home Phone
Co-Applicant Name (if applicable)	Mobile Phone
Company Name (if applicable, requires business application addendum)	Email
Street Address	Date of Birth (MM/DD/YYYY)
City, State, ZIP Code	Social Security No. or Tax ID No. (Needed for potential earnings)
Enrolling Sponsor — Phone No. or Wellness Advocate No	Placement Sponsor (if different) — Phone No. or Wellness Advocate No.

Aroma Essentials Collection

KIT SAVINGS: $67.00

60221665
$165.00 whl | 125 PV

Healthy Start Kit

KIT SAVINGS: $80.50

60211452
$165.00 whl | 105 PV

MetaPWR® System Kit

KIT SAVINGS: $45.75

60223395
$195.00 whl | 165 PV

Oil Collectors Kit

KIT SAVINGS: $856.00

60221984
$2,250.00 whl | 2000 PV

Natural Solutions Kit

KIT SAVINGS: $364.00

60221656
$480.00 whl | 370 PV

Scan here to see all the kit details and additional enrollment kits.

Product	Quantity	Item Price	Total Price
		Subtotal:	
		Tax:	
		Grand Total:	

☐ I want to be a Wellness Advocate of dōTERRA International, LLC. 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 dōTERRA Policy Manual. I agree that I do not currently have a legal interest in any dōTERRA account, or if I do have or ever have had such an interest, my application for this account does not violate dōTERRA policies.

Signature	Co-Applicant Signature	Date

dōTERRA® **Wellness Advocate Agreement and Order Form:** Terms and Conditions

1. **Obligations and Representations.** I understand that as a Wellness Advocate of dōTERRA International, LLC ("dōTERRA"):
   - I must be of legal age in the state in which I reside.
   - I have the right to offer for sale dōTERRA products and services in accordance with the terms and conditions of this Wellness Advocate Agreement.
   - I have the right to build a dōTERRA sales organization.
   - I will train and motivate the Wellness Advocates in my downline marketing organization.
   - I will comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
   - 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 dōTERRA for the sale of goods and services, and I will follow all policies and procedures established by dōTERRA for the completion and processing of such agreements and orders.
2. **Presenting dōTERRA Products and Services.** I agree to present the dōTERRA Compensation Plan and dōTERRA products and services as set forth in official dōTERRA literature and presentations.
3. **Independent Contractor Status.** I agree that as a dōTERRA Wellness Advocate, I am an independent contractor and not an employee, agent, partner, legal representative or franchisee of dōTERRA. 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 dōTERRA. 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 dōTERRA Policy Manual, and the dōTERRA 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 FEDERAL OR STATE TAX PURPOSES. I acknowledge and agree that dōTERRA is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection and remittance agreements between dōTERRA, all appropriate taxing jurisdictions, and all related rules and procedures.
4. **dōTERRA Policies.** I have carefully read and agree to comply with the dōTERRA Policy Manual and the dōTERRA Sales Compensation Plan, both of which are incorporated into the Wellness Advocate 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 dōTERRA. I understand that the Contract, including this Wellness Advocate Agreement, the dōTERRA Policy Manual, and the dōTERRA Sales Compensation Plan, may be amended at any time at the sole discretion of dōTERRA, 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 dōTERRA's official website. The continuation of my dōTERRA business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments to the Contract.
5. **Term and Termination.** The term of this Contract is one year from the date it is submitted to dōTERRA. This Contract may be renewed each year for an additional one-year term. dōTERRA is not obligated to renew this Contract and may, in its sole discretion, reject any application for renewal. Unless you notify dōTERRA of your intent not to renew, dōTERRA notifies you of its intent not to renew, or unless the Contract is terminated by dōTERRA, the Contract may be renewed each year on its annual anniversary date. I agree that dōTERRA may automatically charge my credit card each year in the amount of $25.00 plus tax each year on the anniversary date to renew the Contract with dōTERRA. dōTERRA 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 dōTERRA 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 rights I have, including but not limited to property rights, my former downline organization, and 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 cancelled or terminated for any reason, I agree to immediately discontinue use of any and all dōTERRA trademarks, service marks, Wellness Advocate and Customer lists, 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 Wellness Advocate who is in my current or former downline organization or with whom I became acquainted by virtue of my participation as a dōTERRA Wellness Advocate.
6. **Assignment.** I may not assign any rights or delegate my duties under this Contract without the prior written consent of dōTERRA. dōTERRA may freely assign the Contract at any time. Any attempt to transfer or assign the Contract without the express written consent of dōTERRA renders the Contract terminable at the option of dōTERRA 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, dōTERRA may, in its sole discretion, impose upon me disciplinary action as set forth in the dōTERRA 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 dōTERRA for any reason, including but not limited to for commissions or bonuses paid on returned product, I authorize dōTERRA 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 dōTERRA.
8. **Limitation of Liability and Indemnification.** dōTERRA, 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 dōTERRA 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 dōTERRA and have remaining on hand. I release and agree to indemnify dōTERRA 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 dōTERRA independent business and any activities related to it (for example, but not limited to, the presentation of dōTERRA 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 federal, state, or municipal law or regulation, etc.).
9. **Entire Agreement.** This Wellness Advocate Agreement, the Sales Compensation Plan, and the dōTERRA Policy Manual, in their current forms and as amended by dōTERRA in its discretion, together constitute the entire agreement and Contract between dōTERRA 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.
10. **Waiver and Severability.** Any waiver by dōTERRA of any breach of the Contract must be in writing and signed by an authorized officer of dōTERRA. Waiver by dōTERRA 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.
11. **Survival.** Sections 5, 8, 9, 10, 12, 13, 16, and 17 of this Wellness Advocate Agreement, as well as Limitation of Liability, Dispute Resolution, and covenants to protect dōTERRA'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.
12. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of or relating to 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 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, except as provided herein, shall be settled by arbitration administered in Provo, Utah, by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The parties agree that any claims submitted to arbitration will be submitted in the party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. Notwithstanding this agreement to arbitrate, the parties agree that claims for only injunctive relief may be brought exclusively in either the United States District Court for the District of Utah or the state courts in Utah County, Utah. The parties further agree that judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive any termination or expiration of the Contract.
13. **Governing Law.** To the fullest extent allowed by law, all actions arising out of or relating to the Contract will be governed by the laws of the State of Utah without giving effect to the principles of conflict of laws. I agree that, notwithstanding any statute of limitation to the contrary, any claim or action I may wish to bring against dōTERRA for any act or omission arising out of or 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 dōTERRA for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.
14. **Use of Name and Image.** I authorize dōTERRA 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 dōTERRA, its affiliates and independent contractors to communicate with me through electronic mail at the email address provided in this Wellness Advocate Agreement. I understand that such email may include offers or solicitations for the sale and purchase of dōTERRA products, sales aids, or services.
16. **Counterparts.** Emailed copies of this Wellness Advocate Agreement shall be deemed an original. To be valid, copies submitted to dōTERRA by email must include the front and back of the document.
17. **Data Protection.** I give consent for dōTERRA 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 dōTERRA's worldwide subsidiaries and affiliated companies, and to other dōTERRA account holders who are in the same sales organization or distribution chain for the purpose of administering the sales and distribution of dōTERRA products and providing activity reports to dōTERRA's worldwide subsidiaries, affiliated companies, and to other dōTERRA account holders in the 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 activity reports, including sales reports, containing personal data of other dōTERRA account holders' activities, 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. For additional information on dōTERRA's privacy practices, please see dōTERRA's privacy policy located at www. doterra.com. If you do not want this personal data processed or transferred as described herein, please do not create a Wellness Advocate account with dōTERRA.

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