## dōterra AUSTRALIA & NEW ZEALAND



## pure essentials

For healthy, empowered living



#### Natural wellness

#### Consider the benefits of a holistic approach:

- Looks at the whole person, instead of just managing symptoms.
- Considers the connection between mind, body & spirit.
- · It's proactive, not reactive.
- · Focusses on natural solutions that do no harm.

#### What are essential oils?

True gifts of the earth, essential oils are natural, aromatic compounds that can elicit powerful human responses.
Extracted from plants, their uses go far beyond their fragrant appeal.
Modern trends toward more holistic approaches and growing scientific validation are driving a rediscovery of the

profound health and wellness benefits of essential oils.



## Why doTERRA® essential oils?

#### **Sustainably Sourced**

Partnerships with small scale farmers and distillers, creating stable incomes for families around the

**cō**·impact

## Purity Guaranteed Certified Pure Tested

Grade® ensures
doTERRA's oils are
free from fillers,
harmful contaminants,
adulteration or synthetics.

#### **Quality Unmatched**

Raw materials sourced from over 45 countries, grown and harvested in their natural habitats.

#### **Transparency**

Stringent third-party testing is completed on each test batch, with test results published to the public for peace of mind.

#### **Global Impact**

The dōTERRA Healing Hands Foundation works to promote sustainable change by supporting initiatives that alleviate extreme poverty, improve quality of life, and ensure basic human rights.









## How to use essential oils.



#### **USE THEM AROMATICALLY**

Many of our doTERRA pure CPTG® essential oils can be used aromatically through diffusion or inhalation.

Here are a few ways to enjoy the benefits of essential oils aromatically.

- Add 3-4 drops to the diffuser of your choice.
- Add 3-4 drops to a hot bath and soak away the day as you enjoy the aroma.
- Add 1-2 drops to your palm, rub hands together and inhale deeply.

## Here's one to try: doTERRA® Peppermint essential oil

Try adding 3 drops of Peppermint essential oil to a tissue, hold near the nose and inhale, up to 3 times per day.



#### **USE THEM TOPICALLY**

Many of our doTERRA pure CPTG® essential oils can be used topically to produce a profound overall wellness experience. To increase the benefits you experience with our essential oils, try adding a few drops of the oil of your choice to a small amount of Fractionated Coconut Oil or unscented lotion and massage into the skin.

#### Here's one to try: doTERRA Ice Blue® Athletic Blend

Try adding doTERRA Ice Blue® Athletic Blend to a carrier oil and massaging into sore or tired joints and muscles to help cool and comfort.





#### **USE AS FOOD FLAVOURING**

Some of our dōTERRA pure CPTG® essential oils can be used to flavour food and drinks and have internal benefits. To increase the benefits you experience with our essential oils, try adding a couple of drops of the oil of your choice to hot or cold water, or to sweet or savoury recipes.

Here's one to try: döTERRA Lemon essential oil
Try adding döTERRA Lemon essential oil to a mug
of hot water for a refreshing citrus flavour infusion.



\*ALWAYS READ THE LABEL. USE ONLY AS DIRECTED. IF SYMPTOMS PERSIST PLEASE SEE YOUR DOCTOR /HEALTHCARE PROFESSIONAL

# Start your journey to better health and wellbeing.

#### Choose a doTERRA Starter Pack

\$35 membership fee waived

Up to **20%** savings off wholesale prices

Curated with your needs in mind

At doTERRA, we want it to be easy to get all the essentials for a healthy home and lifestyle, which is why we created these Starter Packs-bringing nature's powerful solutions to you.



## Choose wellness with everyday essentials



## Family Essentials

\$185<sup>AU</sup> | PV: 135 | 60221206

Introduce your family to all the essentials for better health and wellbeing.



#### **Home Essentials**

\$300<sup>AU</sup> | PV: 210 | 60221207

Transform your mind, body and home with natural, non-toxic products.



#### Nature's Solutions

\$650<sup>AU</sup> | PV: 400 | 60221484

Harness the inherent power of nature to heal and support you through all aspects of life.



#### MetaPWR®

\$230<sup>AU</sup> | PV: 100 | 60226060

The perfect health and vitality pairing, because nutrition and metabolic support go hand in hand.

## Targeted wellness solutions



#### **Emotional Wellness**

\$226<sup>AU</sup> | PV: 125 | 60224732

Experience the power of essential oils to improve your mood and emotional wellbeing.



#### AromaTouch®

\$265<sup>AU</sup> | PV: 200 | 60224970

Combine the unique benefits of human touch with the power of essential oils.

### doterra australian starter packs

Home & Family SML	\$185	135
<ul> <li>Frankincense essential oil</li> <li>Eucalyptus essential oil</li> <li>Easy Air® Clear Blend</li> <li>DigestZen® Essential Blend</li> <li>On Guard® Protective Blend</li> </ul>		Other items: Fractionated Coconut Oil 30mL, Introductory Packet & Enrolment
Home & Family LRG	\$300	210
Frankincense essential oil     Eucalyptus essential oil     Easy Air® Clear Blend     ZenGest™ Essential Blend     On Guard® Protective Blend		Other items: Fractionated Coconut Oil 30mL, Introductory Packet & Enrolment
Complete Care	\$650	400
Lemon essential oil Easy Air® Clear Blend döTERRA Adaptiv™ Tranquil Blend Lavender Peace™ Restful Blend döTERRA Balance® Grounding Blend ZenGest™ Essential Blend Peppermint essential oil Peppermint Beadlets Fractionated Coconut Oil 115mL Lavender essential oil		On Guard® Protective Blend On Guard® Sanitising Mist On Guard® Cleaner Concentrate On Guard® Natural Cleansing Toothpaste 1250 On Guard® Foaming Hand Wash 473mL Other items: Petal Diffuser, Wooden Storage Box, 6 Roller bottles, 2 Foaming Hand Wash dispensers, Introductory Packet & Enrolment
Basic Care	\$134	100
On Guard® Protective Blend Ice Blue Rub® 120mL		
Mood & Emotions	\$226	125
<ul> <li>döTERRA Adaptiv™ Tranquil Blend</li> <li>Lavender Peace™ Restful Blend</li> </ul>		Other items: Petal Diffuser, Introductory Packet & Enrolment
Massage & Touch	\$265	200
<ul> <li>Ice Blue® Athletic Blend</li> <li>Wild Orange essential oil</li> <li>Peppermint essential oil</li> <li>döTERRA Balance® Grounding Blend</li> </ul>		Other items: Fractionated Coconut Oil 115mL, FCO Bottle Pump & Online training
Nutrition & Metabolic Health	\$230	100
	DigestZen® Essential Blend On Guard® Protective Blend  Home & Family LRG  Frankincense essential oil Eucalyptus essential oil Easy Air® Clear Blend ZenGest™ Essential Blend On Guard® Protective Blend  Lemon essential oil Easy Air® Clear Blend doïTerra Adaptiv™ Tranquil Blend Lavender Peace™ Restful Blend doïTerra Balance® Grounding Blend ZenGest™ Essential oil Peppermint essential oil Peppermint Beadlets Fractionated Coconut Oil 115mL Lavender essential oil  Basic Care  On Guard® Protective Blend Ice Blue Rub® 120mL  Mood & Emotions  doïTerra Adaptiv™ Tranquil Blend Lavender Peace™ Restful Blend Ice Blue Rub® 120mL  Mood & Tranquil Blend Lavender Peace™ Restful Blend Lavender Peace™ Restful Blend Dorange essential oil Peppermint essential oil Peppermint essential oil Restful Blend  Massage & Touch	DigestZen® Essential Blend On Guard® Protective Blend  Home & Family LRG  Frankincense essential oil Eucalyptus essential oil Easy Air® Clear Blend ZenGest™ Essential Blend On Guard® Protective Blend  Complete Care  \$650  Lemon essential oil Easy Air® Clear Blend doTERRA Adaptiv™ Tranquil Blend Lavender Peace™ Restful Blend ZenGest™ Essential Blend Deppermint essential oil Peppermint essential oil Peppermint Beadlets Fractionated Coconut Oil 115mL Lavender essential oil  Basic Care  \$134  On Guard® Protective Blend Ice Blue Rub® 120mL  Mood & Emotions  \$226  Massage & Touch  \$265  Lee Blue® Athletic Blend Wild Orange essential oil Peppermint essential oil Peppermint essential oil Assage & Touch  \$265



scan here for our Live Guide



#### AUSTRALIAN WELLNESS ADVOCATE AGREEMENT

First & Last Name		Shipping Address	☐Same As	Billing Address	
Co-Applicant Name (if applicable;)		City, State, Post Code	e		
Company Name (if applicable, requires busi	ness application addendum)	Contact Number			
Billing Address		Date of Birth (DD/MN	M/YYYY)	Co-Applicant Date of Birth (if applicable)	
City, State, Post Code		Email Address			
Enroller Name	Enroller #ID	Sponsor Name		Sponsor #ID	
POPULAR STARTER PACKS				CPTG° Certified Pure Tested Grade	
\$35 membership fee waived  Nature's Solution WHOLESALE: \$650^AU PV:	S 400	☐ <b>Home</b> WHOLESALE: \$	Essentials 5300 <sup>AU</sup> P	döterra döterra V: 210	
☐ Emotional Wellne WHOLESALE: \$226 <sup>AU</sup> PV:		□ <b>Aroma</b> WHOLESALE: \$	Touch®	ERRA  Notes pure  V: 200	
Product		Quantity	Item Price	Total Price	
			Grand Total		
Credit Card No.	Verification Code	Code Expiration Date	Name As It A	ppears On CC	
I want to be a Wellness Advocate Advocate Agreement and the policies account, or if I do have or ever have habe found at: doterra.com/AU/en_AU.)	found in the doTERRA Police	cy Manual. I agree that I do no	t currently have	a legal interest in any dōTERRA	
Signature Co-App		Co-Applicant Signature (if a	oplicable)	Date	

#### 1 Wellness Advocate Obligations

The requirements and obligations of a döTERRA Wellness Advocate ("WA") include the following:

(a) The WA must be at least 18 years of age.

- (a) The WA misl acquire the right to offer for sale döTERRA products and services in accordance with the terms and conditions of this WA Agreement and the döTERRA Policy Manual (together, the Contract).
   (c) The WA is entitled to build a döTERRA sales organisation, in accordance with the terms of the Contract.
- (d) The WA is encouraged to train and motivate other WAs in its downline marketing organisation.
- (e) The WA is responsible for complying with all relevant laws, rules and regulations applicable to running the WA's dōTERRA business.
- Dusiness.

  (f) The WA shall perform its obligations as an WA with honesty and integrity and in accordance with do TERRA's Values.

  (g) The WA shall use the template sale agreements and order forms provided by doTERRA for the sale of doTERRA products and services. The WA will follow all policies and procedures for the completion and processing of such agreements and orders, as developed and notified by doTERRA from time to time.

#### 2 Presenting doTERRA Products and Services

- 2.1 doTERRA will provide the WA with copies of:
  (a) The doTERRA Sales Compensation Plan (contained in the Policy Manual); and
  (b) Official doTERRA literature and presentations which describe the doTERRA products.
- 2.2 In carrying on the WA's doTERRA business, the WA must ensure that all representations made regarding the doTERRA products and the doTERRA Compensation Plan are accurate, complete and not misleading in any way, having regard to the materials above.

#### 3 Independent Contractor Status

The WA acknowledges and agrees that as a doTERRA WA:

- (a) The WA is engaged as an independent contractor and not as an employee of doTERRA. Nothing stated in the Contract (or elsewhere) makes me a partner, agent, employee, legal representative of, franchisee or any other representative of doTERRA. The Contract between me and doTERRA does not create an employment relationship between me and doTERRA.
- (b) The WA is not authorised to, and will not incur any debt, expense or obligation or open any bank account of any kind, for, on behalf of, or in the name of, doTERRA.
- (c) The WA shall have complete control over the manner and means by which it operates its doTERRA business, subject to compliance with the Contract.
- (d) The WA shall be solely responsible for paying all expenses, including but not limited to travel, food, lodging, secretarial, office, and telephone expenses, incurred in connection with the WA's döTERRA business.
- (e) doTERRA shall not be responsible for withholding tax, and shall not withhold or deduct any taxes of any kind, unless such withholding becomes legally required.
- (f) The WA agrees that:
  - (i) It shall determine its own hours of work, work location and supply my own equipment and tools for operating my dōTERRA business; and
  - (ii) It will maintain insurance applicable to running my own dōTERRA business, including any workers compensation insurance if required or applicable.

#### 4 dōTERRA Policy Manual

- 4.1 The Policy Manual is incorporated by reference into the Contract, and it is a requirement of the Contract that the WA complies with the terms of the Policy Manual at all times during the operation of the WA's doTERRA business.
- ${\bf 4.2} \ {\rm The} \ {\rm WA} \ {\rm acknowledges} \ {\rm and} \ {\rm agrees} \ {\rm that} \ {\rm it} \ {\rm has} \ {\rm received}, {\rm carefully} \ {\rm read} \ {\rm and} \ {\rm understands} \ {\rm the} \ {\rm Policy} \ {\rm Manual}.$
- read and understands the Policy Manual.

  4.3 The Policy Manual has been developed by döTERRA to ensure high standards of quality and service in the provision of döTERRA products by all WAs, and a failure to comply with the Policy Manual in the course of operating the WAs döTERRA business may constitute a material breach of the Contract, for the purposes of clause 7.
- 4.4 döTERRA expressly reserves the right to amend the Policy Manual from time to time, at döTERRA's discretion. All amendments will be published on döTERRA's website, and will take effect 30 days after publication (or such longer period specified by döTERRA).

#### Term and renewal

- $\bf 5.1$  The term of the Contract, and each subsequent renewal term, shall be one year.
- 5.2 Unless a party notifies the other of its intent to terminate the Contract at least 30 days prior to expiry, it will be renewed on its anniversary date.

#### 6 Enrolment Kit and Annual Membership Oil

- 6.1 On commencement of the Contract, do TERRA will sell the WA an Enrolment Kit of Products for the WA as part of their WA Distributorship. The price payable for the Enrolment Kit will be equal to the wholesale price for each of the Products contained in the Enrolment Kit (as determined by do TERRA), and will not exceed the price of do TERRA's Oil Sharing Kit as set out at https://www.doterra.com/AU/en\_AU/pl/enrolment-kits.
- com/AU/en\_AU/pi/enrolment.krts.

  6.2 On the commencement of each further renewed term, döTERRA will sell to WA an Annual Membership Oil each for \$25, which shall be equal to the wholesale price of the essential oil contained in the Annual Membership Oil (as determined by döTERRA). The WA may not return the Annual Membership Oil to döTERRA, except in accordance with the consumer guarantees under the Australian Consumer Law (which cannot be excluded by döTERRA).

#### 7 Termination

- 7.1 The WA may terminate the Contract at any time and for any reason by giving written notice to doTERRA.
- 7.2 doTERRA may terminate the Contract at any time and for any reason by giving 30 days' written notice to the WA.
  7.3 doTERRA may terminate the Contract if the WA commits a material breach of a material term of the Contract;
  (a) which is not capable of remedy; or

- (b) which has not been remedied within 10 days (or such longer period requested by me and accepted by doTERRA, acting reasonably) after receipt of notice from doTERRA specifying the breach and its intention to terminate the Contract by reason of such breach.

  7.4 doTERRA may terminate the Contract without providing notice if the WA has not purchased doTERRA products within the past 12 months.

- 7.5 If the Contract is terminated:
- (a) with effect from the date of termination, the WA:
  - (i) Will cease to be eligible to sell doTERRA products or services or to receive commissions, bonuses, or other remuneration from the activities of any former downline sales organisation; and
  - (ii) Agrees to immediately discontinue use of any and all doTERRA trademarks, service marks, and copyrighted materials.

doTERRA will pay all commissions, bonuses or other remuneration that the WA has legitimately and lawfully accrued in respect of sales made prior to the termination of the WA Agreement.

#### Assignment

- (a) The WA may not assign any rights or obligations under the Contract without the prior written consent of doTERRA (which will not be unreasonably withheld).
- (b) doTERRA may assign the Contract at any time.

#### 9 Withholding of amounts

- **9.1** In addition to any rights doTERRA may have under clause 7, if the WA:
- (a) fails to comply with the terms of the Contract; or
- (b) fails to pay for products or services when payment is due, dōTERRA may provide written notice to the WA requiring it to remedy the matter or pay the amount within 10 days.
- 9.2 If the WA fails to comply with the requirements in a notice issued to it under clause 9.1, döTERRA may, at its discretion, withhold from the WA any bonuses or commission amounts due to the WA until the relevant breach has been remedied, or payment has been made.

#### 10 Limitation of Liability

To the extent permitted by law, including the Competition and Consumer Act 2010 (Cth):

- (a) dōTERRA, its members, associated companies, 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.
- (b) If doTERRA is found to be in breach of the Contract, the maximum amount of damages payable shall be limited to the aggregate value of all products the WA has purchased from doTERRA in the preceding 12 months.

#### 11 Release and indemnity

- 11.1 The WA releases and agrees to indemnify doTERRA and its Affiliates from any and all liability, damages, fines, penalties, or other awards or settlements arising directly from the WA's actions in the promotion or operation of its doTERRA business and any activities related to it.
- 11.2 Other than in the case of fraud, wilful misconduct or illegal or unlawful acts on the part of the WA, the liability to indemnify döTERRA under clause 11.1 shall be limited to the aggregate value of all products the WA has purchased from döTERRA in the preceding 12 months.

#### 12 Product Liability claims

- 12.1 Subject to the limitations set out in this clause 12, to the extent required by law, doTERRA shall defend the WA from any claims made by customers alleging injury from use of a product, or injury due to a defective product.
- detective product.

  12.2 The WA must immediately notify doTERRA in writing of any such claim as soon as possible, and in any event no later than 5 business day from the date of receipt of the claimant's letter, or other form of communication alleging injury. WAs must allow doTERRA to assume the sole and absolute discretion respecting the defence of the claim, and use and choice of counsel as a condition to doTERRA's obligation to defend them.
- 2.3 To the extent permitted by law, including the Competition and Consumer Act 2010 (Cth), doTERRA shall have no obligation to indemnify a WA for a liability under this clause 12 to the extent that the liability arises as a result of an act or omission of the WA where:

  (a) the WA has not complied with the obligations and limitations in the Contract covering the distribution and/or sale of the products; or
- (b) the WA has repackaged, altered or misused the product, made claims or given instructions or recommendations respecting the use, safety, efficacy, benefits or results, which do not comply with any approved literature supplied by doTERRA in relation to the product that is the subject of the claim; or
- (c) the WA settles or attempts to settle a claim in relation to the liability without dōTERRA's written approval.

#### 13 Entire Agreement

- (a) The terms of this Contract constitute the entire agreement between doTERRA and the WA.
- (b) Any promises, representations, offers, or other communications not expressly set forth in this Contract are of no force or effect.

#### 14 Waiver and Severability

- 14.1 Any waiver by dōTERRA of any breach of the Contract must be in writing and signed by an authorised officer of dōTERRA.
- 14.2 A waiver by doTERRA of any breach of the Contract shall not operate, or be construed, as a waiver of any subsequent breach by the WA.
- 14.3 if any provision of the Contract is held to be invalid or unenforceable, such provision shall apply with applicable wording deleted, or more narrowly applied, to the extent necessary to make it reasonable and necessary, as the case requires. The balance of the Contract shall remain in full force and effect.

#### 15 Survival

Each party's obligations under clauses 3, 5, 10, 11, 13, 14, 17, 19 and 23 of the Contract shall survive for a period of 3 years beyond the termination of the Contract.

#### 16 Force Majeure

The parties to the Contract shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, flood, fire, war or terrorism of any form.

#### 17 Resolution of Conflicts

- 17.1 In the event of any dispute, claim, question, or disagreement arising from or relating to the Contract, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement and agree to consult and negotiate with each other in good faith and, recognising their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- 17.2 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 settled by arbitration administered in Melbourne, Victoria and the rules of the Australian Centre for International Commercial Arbitration in accordance with the

provisions of its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

court having jurisdiction.

17.3 Notwithstanding this arbitration provision, nothing herein shall prevent either party 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 that party'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.

#### 18 Governing Law

This Contract is governed by the law in force in Victoria, Australia, and the parties consent to exclusive jurisdiction before any court in that jurisdiction.

#### 19 Use of Name and Image

The WA authorise doTERRA to use their name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.

#### 20 Confidential Information

All commercial information provided by dōTERRA to the WA is confidential to dōTERRA and may not be disclosed to any person except:

- (a) to employees, legal advisers, auditors and other consultants of the WA who require the information for the purposes of the Contract;
  (b) with the consent of doTERRA;
- (c) if the information, at the date the Contract is entered into, is lawfully in the possession of the WA through sources other than döTERRA;
- (d) if required by law, or if strictly and necessarily required in connection with legal proceedings relating to this Contract; or
- (e) if the information is available to interested members of the public other than as a result of breach of confidence by the WA.

#### 21 Electronic Communication

- (a) doTERRA and its affiliates shall communicate with the WA through electronic mail at the email address provided in this Contract.
- (b) The WA acknowledges such communications may include offers or solicitations for the sale and purchase of doTERRA products, sales aids, or other services.

#### 22 Counterparts

This document may consist of a number of copies, each signed by one or more parties to it. If so, the signed copies are treated as making up a single document and the date on which the last counterpart is executed is the date that it is submitted to döTERRA by email.

#### 23 Data Protection

23 Data Protection

23.1 The WA gives consent to doTERRA to process the personal data received as part of this Contract and to transfer this personal data, together with information about my future sales activities, to any of GTERRA's worldwide subsidiaries and affiliated companies, and de-identified information about sales activities to other WAs who are in the same sales organisation or distribution chain, for the sole purpose of administering the sales and distribution of doTERRA's products and providing reports to its WAs of sales activity in their sales organisations and in accordance with the doTERRA Privacy Policy, a copy of which is available at https://www.doterra.com/AU/en\_AU/privacy-policy.

#### 23.2 The WA acknowledges and agrees that:

- (a) The transfer of information contemplated in clause 23.1 may be made to countries without a level of legal protection of privacy equivalent to that provided in the WA's local jurisdiction;
- (b) If the WA receives sales reports containing personal data of other WA's, it will not use such data except in the administration and development of its sales organisation, and that upon termination of this Contract, it will immediately delete all such information from my files, except as otherwise required by law.

#### 24 GST

#### 24.1 Interpretation.

For the purposes of this clause, "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and, unless the contrary intention appears, a term which has a defined meaning in the GST Act has the same meaning when used in this clause.

- 24.2 Unless the Contract expressly states otherwise, the WA
- agrees that:

  (a) All consideration that is to be provided to the WA under this Contract is exclusive of GST;

  (b) If GST is payable, or notionally payable, on a supply made to the WA in connection with this Contract, the WA will pay the supplier an additional amount equal to the amount of GST payable on that supply (GST Amount) unless the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse-charge;

  (c) Subject to the prior receipt of a tax invoice, the GST Amount is
- (c) Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided;
- (d) Any payment, indemnity, reimbursement or similar obligation that is required to be made in connection with the Contract which is calculated by reference to an amount paid by the WA must be reduced by the amount of any input tax credits which the WA is entitled;
- (e) If a commercial view is formed that certain amounts should not be grossed-up for GST (e.g. prices referable to enrolment kits), these prices can be specified as being inclusive of GST (if any) in the WA.

#### 25 Stamp duty

The WA agrees to pay, or reimburse doTERRA for, any stamp duty payable or assessed as being payable in connection with this Contract or any transaction contemplated by this Contract (including any penalties and interest in connection with any of those amounts).

#### 26 Withholding tax

The WA acknowledges that if a law or directive requires doTERRA to withhold or deduct an amount in respect of taxes from any payment under this Contract:

- (a) doTERRA is entitled to withhold or deduct the amount for the taxes; and
- (b) That withholding or deduction satisfies doTERRA's obligations to pay that amount to the WA under this Contract.

Signature



#### AUSTRALIAN WHOLESALE CUSTOMER AGREEMENT

#### **POPULAR STARTER PACKS**





□ Nature's Solutions

WHOLESALE: \$650<sup>AU</sup> PV: 400



☐ Home Essentials

WHOLESALE: \$300<sup>AU</sup>

PV: 210



□ Emotional Wellness

WHOLESALE: \$226AU PV: 125

Signature

Credit Card No.

your credit card to remain on file with doTERRA for future purchases?



Date

Name As It Appears On CC

☐ AromaTouch®

WHOLESALE: \$265AU PV: 200

Product		Quantity	Item Price	Total Price		
			Grand Total			
First & Last Name		Shipping Address	Same As Bill	ing Address		
Co-Applicant Name (if applicable;)		City, State, Post Co	City, State, Post Code			
Company Name (if applicable, requires business application addendum)		Contact Number	Contact Number			
Billing Address		Date of Birth (DD/N	M/YYYY)	Co-Applicant Date of Birth (if applicable)		
City, State, Post Code		Email Address	Email Address			
Enroller Name	Enroller #ID	Sponsor Name		Sponsor #ID		
I want to be a Wholesale Custom doterra.com/AU/en_AU. I agree that I				e back of this form and online on		

Verification Code

Credit card information must be submitted through online enrolment at mydoterra.com/AU/en\_AU. Credit card information submitted will be stored through döTERRA. Upon the approval of the order, credit card information should be removed and shredded from this form. Would you like your credit card to remain on file with döTERRA for future purchases? YES NO

Co-Applicant Signature (if applicable)

Code Expiration Date

- 1 Membership: A Wholesale Customer Membership ("Membership") allows you to purchase dōTERRA products for personal use at dōTERRA wholesale prices. dōTERRA reserves the right to refuse Membership to any applicant.
- 2. Membership Fee and Annual Membership Oil: A Membership fee of \$35.00 is for one 12-month period from the date of enrolment of the Member. Upon the expiration of the 12-month period, dōTERRA will sell to Member an Annual Membership Oil each for \$25, which shall be equal to the wholesale price of the essential oil contained in the Annual Membership Oil (as determined by dōTERRA). The Member may not return the Annual Membership Oil to dōTERRA, except in accordance with the consumer guarantees under the Australian Consumer Law (which cannot be excluded by dōTERRA). All amounts in this clause 2 are inclusive of GST.
- 3. Return Policy: The Australian Consumer Law contains rights and remedies when a product does not comply with a statutory guarantee. Amongst other rights and obligations under the Australian Consumer Law, where a product does not comply with a statutory consumer guarantee and the problem with the product is not major, dōTERRA may provide a replacement or refund. If the problem with the product is major, the Member may reject the product and request a replacement or refund. Alternatively, the Member can ask for compensation for any reduction in the value of the product below the price paid by the Member.

dōTERRA's Return Policy, which is set out below in (a) to (d), is in addition to any rights and remedies which are available under the Australian Consumer Law and is not intended to limit the application of those rights and remedies. Please note that (b) and (c) below only apply to products which are Currently Marketable, which is defined in (d) below.

- (a) Return of Products Within 30 Day: dōTERRA will refund one hundred percent (100%) of the purchase price of Currently Marketable products purchased from or serviced by dōTERRA Australia Pty Ltd ("Company") that are returned within thirty (30) days of purchase, less shipping costs. dōTERRA will provide a Product Credit of one hundred percent (100%) of the purchase price or a refund of ninety percent (90%) of the purchase price on products purchased from the Company not Currently Marketable that are returned by a Member within (30) days of purchase, less shipping costs.
- (b) Return of Product Within 31 to 90 Days: From the day which is thirty-one (31) days after and up to the day which is ninety (90) days after the date of purchase, dōTERRA will provide a Product Credit of one hundred percent (100%) or a refund of ninety percent (90%) of the purchase price on Currently Marketable products purchased from the Company that are returned by a Member, less shipping costs.
- (c) Returns From 91 days to One Year After Purchase: After the day which is 91 days and up to the day which is twelve (12) months after the date of purchase, dōTERRA will provide a Product Credit or a refund of (90%) of the purchase price on Currently Marketable products purchased from the Company that are returned, less shipping costs.
- (d) Currently Marketable: Products shall be deemed Currently Marketable if each of the following elements is satisfied: 1) product is purchased from dōTERRA; 2) they are unopened and unused; 3) packaging and labelling have not been altered or damaged; to sell the products at full price; 4) the product expiration date has not passed; and 5) the product contains current dōTERRA labelling.
- (e) Products shall not be considered Currently Marketable if the Company discloses prior to purchase that the products are seasonal, discontinued, limited time offers, or special promotion products not subject to the Return Policy.
- **4. Loyalty Rewards Program:** While a Member has no requirement to purchase products, a Member can ensure that the Member will receive monthly deliveries of dōTERRA products by enrolling in the Loyalty Rewards Program (LRP) after the first month of enrolment. If the Member's LRP Order is at least 50 Personal Volume (PV) points every calendar month, the Member is eligible to receive Product Credits each month.

PV is the point value of products purchased by a Member in one calendar month. Not all products will generate PV points and PV does not include purchases of product with Product Credit.

The PV of a product is clearly delineated on the Product Order Form. Product Credits are non-cash redeemable points that can be used to purchase doTERRA designated products.

After the Member has been an LRP participant for a minimum of 60 days, the Member can redeem Product Credits to purchase full PV products. LRP Product Credits can be redeemed for 12 months from the date of issue, after which they expire. The Product Credits can be redeemed for a \$3.00 fee by calling Member Services on (02) 8015 5080. Products purchased with LRP credits are not for resale and doTERRA's Returns Policy does not apply. Redemption orders have no PV and cannot be combined with other product orders. Product Credits have no cash redemption value and are not transferrable. All Product Credits will be cancelled if participation in the LRP program is cancelled. A Member's initial LRP order may only be cancelled by calling the Company. Any subsequent LRP order can be cancelled online by the Member before the scheduled ship date. Further detail about the LRP is provided in the doTERRA Policy which is available at https://www.doterra.com/AU/en\_AU/policymanual-doterra-australia.

- **5. Resale of Products:** Member agrees that they will not resell doTERRA products purchased through the Membership.
- **6. Limitation of Liability:** To the fullest extent permitted under law (but subject always to the Australian Consumer Law):
  - (a) dōTERRA excludes all implied terms and warranties relating to the subject matter of this Agreement. dōTERRA, 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 dōTERRA is found to be in breach of the terms and conditions. dōTERRA's liability to the Member shall be limited to the aggregate value of amounts paid by the Member for the products purchased from dōTERRA under this Agreement in the either preceding 12 months, or the time since commencement of this Agreement (whichever period is shorter); and
  - (b) doTERRA's liability to the Member for loss or damage of any kind arising under this Agreement will be reduced or limited to the extent (if any) that the Member causes or contributes to the loss or damage.
- 7. Dispute Resolution: In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, the parties shall first use their best efforts to settle the dispute. If the parties cannot resolve the dispute, all disputes, claims, questions, or differences shall be finally settled by binding arbitration administered in Melbourne, Victoria, by an arbitrator who is a member of The Resolution Institute, in accordance with the provisions of its Arbitration Rules. The parties consent to exclusive jurisdiction and venue before any court in Melbourne, State of Victoria, for purposes of enforcing an award by an arbitrator. This agreement to arbitrate shall survive any termination or expiration of the Membership.
- **8. Governing Law/Jurisdiction:** Governing law shall be the laws applicable in the State of Victoria. Members agree that, notwithstanding any statute of limitation to the contrary, any claim or action a Member may wish to bring against döTERRA for any act or omission relating to the terms and conditions or Membership 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 döTERRA for such act or omission.
- **9. Electronic Communication:** I authorise dōTERRA and its affiliates to communicate with me through electronic mail at the email address provided to dōTERRA. I understand that such email may include offers or solicitations for the sale and purchase of dōTERRA products, sales aids, or services.

- **10. Survival:** Sections 6, 7, 8, 9, and 11 of these terms and conditions, shall survive the termination of the Membership.
- **11. Data:** By creating a Membership with doTERRA, Member consents to the processing of the personal data contained in Member's Membership and the transfer of such personal data, together with information about the Member's purchase activities, to any of doTERRA's worldwide subsidiaries and affiliated companies, and to others who are in a sales organisation or distribution chain, for the purpose of administering the sales and distribution of doTERRA's products and providing reports to its Wellness Advocates of sales activity in their sales organisations. Member understands that this personal data may be transferred to recipients in countries other than the country in which the data originally was collected. Those countries may not have the same data protection laws as the country in which Member initially provided the data. If you do not want this personal data processed or transferred as described herein, please do not create a Membership with doTERRA. doTERRA's Privacy Policy at https://www. doterra.com/AU/en\_AU/privacy-policy contains further information about doTERRA's privacy practices and procedures including information about how a Member can seek access to or the correction of their personal data, as well as information about how they may make a privacy complaint.

#### 12. Termination:

- (a) Member Termination: Members may terminate their Membership online at any time. The termination will be effective in the calendar month in which it is received so long as the Member's credit card has not been charged for their LRP order for that month. If the Member terminates their Membership after their credit card has been charged for their LRP order for that month, the termination will be effective for theLRP order cycle in the following month,
- **(b) dōTERRA Termination:** Member understands that dōTERRA may terminate their Membership if:
  - (i) the credit card which the Member has authorised expires, is cancelled or is declined; or
  - (ii) the Member breaches the terms and conditions of their Membership and fails to remedy the breach.
- 13. Amendment: Member agrees that these terms and conditions may be amended at any time at the sole discretion of doTERRA, and Member agrees that upon 30 days' notice any such amendment will apply to Member. Notification of amendments will be published in official doTERRA materials including the Company's official website. The continuation of purchases of doTERRA products shall constitute Member's acceptance of any and all doTERRA amendments to the terms and conditions.
- **14. GST:** For the purposes of this agreement, "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and, unless the contrary intention appears, a term which has a defined meaning in the GST Act has the same meaning when used in this agreement.

Unless otherwise stated, all consideration that is to be provided under this agreement is exclusive of GST. If GST is payable, or notionally payable, on a supply made to the WC in connection with this agreement, the WC will pay the supplier an additional amount equal to the amount of GST payable on that supply (GST Amount) unless the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse-charge.

Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided. Any payment, indemnity, reimbursement or similar obligation that is required to be made in connection with this agreement which is calculated by reference to an amount paid by the WC must be reduced by the amount of any input tax credits to which the WC is entitled.

Signature



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