

First & Last Name		Shipping Address <input type="checkbox"/> Same As Billing Address	
Co-Applicant Name (if applicable)		City, State, Post Code	
Company Name (if applicable, requires business application addendum)		Contact Number	
Billing Address		Date of Birth (DD/MM/YYYY)	Co-Applicant Date of Birth
City, State, Post Code		Email Address	
Enrolling Sponsor	Placement Sponsor (if different)	Phone No. or Wellness Advocate No.	

POPULAR STARTER PACKS



\$35
membership
fee waived



Nature's Solutions

WHOLESALE: \$635^{AU} PV: 400

SAVE \$189.85



Home Essentials

WHOLESALE: \$339^{AU} PV: 245

SAVE \$106.35



Emotional Wellness

WHOLESALE: \$226^{AU} PV: 150

SAVE \$28.10



Bedtime Bliss

WHOLESALE: \$172^{AU} PV: 125

SAVE \$23.10

Product	Quantity	Item Price	Total Price

Grand Total

Credit Card No.	Verification Code	Code Expiration Date	Name As It Appears On CC
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I want to be a Wellness Advocate of dōTERRA. 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. (This form can also be found at: www.doterra.com/AU/en_AU)

Signature	Co-Applicant Signature	Date
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1 Wellness Advocate Obligations

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

- The WA must be at least 18 years of age.
- The WA will acquire the right to offer for sale *dōTERRA* products and services in accordance with the terms and conditions of this WA Agreement and the *dōTERRA Policy Manual* (together, the Contract).
- The WA is entitled to build a *dōTERRA* sales organisation, in accordance with the terms of the Contract.
- The WA is encouraged to train and motivate other WAs in its downline marketing organisation.
- The WA is responsible for complying with all relevant laws, rules and regulations applicable to running the WA's *dōTERRA* business.
- The WA shall perform its obligations as an WA with honesty and integrity and in accordance with *dōTERRA's* Values.
- The WA shall use the template sale agreements and order forms provided by *dōTERRA* for the sale of *dōTERRA* 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 *dōTERRA* from time to time.

2 Presenting *dōTERRA* Products and Services

2.1 *dōTERRA* will provide the WA with copies of:

- The *dōTERRA* Sales Compensation Plan (contained in the Policy Manual); and
- Official *dōTERRA* literature and presentations which describe the *dōTERRA* products.

2.2 In carrying on the WA's *dōTERRA* business, the WA must ensure that all representations made regarding the *dōTERRA* products and the *dōTERRA* 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 *dōTERRA* WA:

- The WA is engaged as an independent contractor and not as an employee of *dōTERRA*. Nothing stated in the Contract (or elsewhere) makes me a partner, agent, employee, legal representative of, franchisee or any other representative of *dōTERRA*. The Contract between me and *dōTERRA* does not create an employment relationship between me and *dōTERRA*.
- 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, *dōTERRA*.
- The WA shall have complete control over the manner and means by which it operates its *dōTERRA* business, subject to compliance with the Contract.
- 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 *dōTERRA* business.
- dōTERRA* shall not be responsible for withholding tax, and shall not withhold or deduct any taxes of any kind, unless such withholding becomes legally required.
- The WA agrees that:
 - It shall determine its own hours of work, work location and supply my own equipment and tools for operating my *dōTERRA* business; and
 - 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 *dōTERRA* business.

4.2 The WA acknowledges and agrees that it has received, carefully read and understands the Policy Manual.

4.3 The Policy Manual has been developed by *dōTERRA* to ensure high standards of quality and service in the provision of *dōTERRA* products by all WAs, and a failure to comply with the Policy Manual in the course of operating the WA's *dōTERRA* business may constitute a material breach of the Contract, for the purposes of clause 7.

4.4 *dōTERRA* expressly reserves the right to amend the Policy Manual from time to time, at *dōTERRA's* discretion. All amendments will be published on *dōTERRA's* website, and will take effect 30 days after publication (or such longer period specified by *dōTERRA*).

5 Term and renewal

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, *dōTERRA* 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 *dōTERRA*), and will not exceed the price of *dōTERRA's* Oil Sharing Kit as set out at https://www.doterra.com/AU/en_AU/pl/enrolment-kits.

6.2 On the commencement of each further renewed term, *dōTERRA* 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 *dōTERRA*). The WA 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*).

7 Termination

7.1 The WA may terminate the Contract at any time and for any reason by giving written notice to *dōTERRA*.

7.2 *dōTERRA* may terminate the Contract at any time and for any reason by giving 30 days' written notice to the WA.

7.3 *dōTERRA* may terminate the Contract if the WA commits a material breach of a material term of the Contract;

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

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

7.5 If the Contract is terminated:

- with effect from the date of termination, the WA:
 - Will cease to be eligible to sell *dōTERRA* products or services or to receive commissions, bonuses, or other remuneration from the activities of any former downline sales organisation; and
 - Agrees to immediately discontinue use of any and all *dōTERRA* trademarks, service marks, and copyrighted materials.

dōTERRA 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.

8 Assignment

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

9 Withholding of amounts

9.1 In addition to any rights *dōTERRA* may have under clause 7, if the WA:

- fails to comply with the terms of the Contract; or
- 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, *dōTERRA* 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):

- 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.
- If *dōTERRA* 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 *dōTERRA* in the preceding 12 months.

11 Release and indemnity

11.1 The WA releases and agrees to indemnify *dōTERRA* 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 *dōTERRA* 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 *dōTERRA* under clause 11.1 shall be limited to the aggregate value of all products the WA has purchased from *dōTERRA* 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, *dōTERRA* shall defend the WA from any claims made by customers alleging injury from use of a product, or injury due to a defective product.

12.2 The WA must immediately notify *dōTERRA* in writing of any such claim as soon as possible, and in any event no later than 5 business days from the date of receipt of the claimant's letter, or other form of communication alleging injury. WAs must allow *dōTERRA* to assume the sole and absolute discretion respecting the defence of the claim, and use and choice of counsel as a condition to *dōTERRA's* obligation to defend them.

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

- the WA has not complied with the obligations and limitations in the Contract covering the distribution and/or sale of the products; or
- 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 *dōTERRA* in relation to the product that is the subject of the claim; or
- the WA settles or attempts to settle a claim in relation to the liability without *dōTERRA's* written approval.

13 Entire Agreement

- The terms of this Contract constitute the entire agreement between *dōTERRA* and the WA.
- 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 *dōTERRA* 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.

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 *dōTERRA* 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:

- to employees, legal advisers, auditors and other consultants of the WA who require the information for the purposes of the Contract;
- with the consent of *dōTERRA*;
- if the information, at the date the Contract is entered into, is lawfully in the possession of the WA through sources other than *dōTERRA*;
- if required by law, or if strictly and necessarily required in connection with legal proceedings relating to this Contract; or
- 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

- dōTERRA* and its affiliates shall communicate with the WA through electronic mail at the email address provided in this Contract.
- The WA acknowledges such communications may include offers or solicitations for the sale and purchase of *dōTERRA* 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 *dōTERRA* by email.

23 Data Protection

23.1 The WA gives consent to *dōTERRA* 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 *dōTERRA'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 *dōTERRA's* products and providing reports to its WAs of sales activity in their sales organisations and in accordance with the *dōTERRA* 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:

- 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;
- If the WA receives sales reports containing personal data of other WAs, 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:

- All consideration that is to be provided to the WA under this Contract is exclusive of GST;
- 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;
- 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 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;
- 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 *dōTERRA* 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 *dōTERRA* to withhold or deduct an amount in respect of taxes from any payment under this Contract:

- dōTERRA* is entitled to withhold or deduct the amount for the taxes; and
- That withholding or deduction satisfies *dōTERRA's* obligations to pay that amount to the WA under this Contract.

Signature