

Policies and Procedures

dōTERRA®



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This dōTERRA Policies and Procedures ("P&P") has been incorporated into and made part of the Terms and Conditions of the Wellness Advocate Application and Agreement. This P&P, the Wellness Advocate Application and Agreement, the dōTERRA Compensation Plan, and if applicable, the Business Application Addendum, constitute the entire agreement ("Agreement") between dōTERRA GH Ireland Limited ("dōTERRA ") and the Wellness Advocate. The Agreement or any part thereof may be amended at any time in the sole discretion of dōTERRA. Notification of amendments will be communicated through official corporate channels.

A Wellness Advocate's failure to comply with the provisions of this P&P or any of the referenced documents comprising the Agreement between dōTERRA and a Wellness Advocate may, in the sole discretion of dōTERRA, result in any or all of the following: termination of the Distributorship of the Wellness Advocate, loss of the right to sponsor other Wellness Advocates, loss of the right to receive a Bonus, loss of formal recognition by dōTERRA, and suspension or termination of other rights and privileges.

SECTION 1. Becoming a Wellness Advocate

Signing Up as a Wellness Advocate

To become a dōTERRA Wellness Advocate, each applicant must:

- a. Pay a non-refundable \$42.00 CAD application fee;
- b. Submit a properly completed Wellness Advocate Application and Agreement to dōTERRA; and
- c. Be at least 18 years old.

Acceptance or Rejection of Wellness Advocate Application and Agreement

dōTERRA reserves the right, in its sole discretion, to approve or deny submitted Wellness Advocate Application and Agreements.

Binding Effect of One Member of a Distributorship

Where there are one or more Persons who will be a part of a Distributorship as co-applicants, the action, consent, or acceptance by one binds the entire Distributorship.

Duty to Maintain Accurate Wellness Advocate Application and Agreement Information

To help ensure that dōTERRA has the most current information, Wellness Advocates must advise dōTERRA of changes to the submitted Wellness Advocate Application and Agreement with attachments. Proposed changes to personal information should be submitted on a new Wellness Advocate Application and Agreement or Business Application Addendum with the word "Amended" written across the top. All parties to the Distributorship should sign the amended agreement before submitting it to dōTERRA.

Business Application Addendum

A corporation, partnership, or trust may become a dōTERRA Wellness Advocate by submitting, with the Business Application Addendum, true and correct copies of the formation documents, together with any other related documents dōTERRA will request. The authorized officer, agent

or trustee will sign the Wellness Advocate Application and Agreement. The signup of a business entity cannot be done online.

Agreement Term and Renewal

The term of the Agreement is one year from the date it is submitted to dōTERRA. The term will automatically renew each year unless the Wellness Advocate notifies dōTERRA or dōTERRA terminates the Agreement. The Agreement is automatically renewed each year on its annual anniversary date. The Wellness Advocate agrees and authorizes dōTERRA to automatically charge the credit card on file with dōTERRA in the amount of \$30.00 CAD each year on the anniversary date to renew the Agreement with dōTERRA (“Annual Renewal Fee”). In the event that a Wellness Advocate has no Downline at the time of renewal, his account will be renewed as a Wholesale Customer’s account. dōTERRA may elect to add the Annual Renewal Fee to the next Wellness Advocate product order. The Annual Renewal Fee helps dōTERRA provide the Wellness Advocate with the necessary support materials and information on products and services, dōTERRA programs, policies and procedures, and related matters. The Annual Renewal Fee also covers the costs of all direct mailings from dōTERRA.

Simultaneous Interests in Distributorships Prohibited

A Wellness Advocate may not have a simultaneous beneficial interest or be a co-applicant in more than one Distributorship. A beneficial interest includes, but is not limited to, any ownership interest; any rights to present or future benefits, financial or otherwise; rights to purchase at wholesale prices; recognition; or other tangible or intangible benefits associated with a Distributorship or a Wholesale Customer account. Married spouses must be part of the same Distributorship and cannot have more than one Distributorship between them. A business entity owner cannot have a Distributorship in the name of the business and a separate Distributorship in the owner’s own name, or another business.

Relationship Between Wellness Advocates and dōTERRA

A Wellness Advocate is an independent contractor and not an employee, agent, partner, joint venture, legal representative, or franchisee of dōTERRA. A Wellness Advocate is not authorized to, and may not, incur any debt, expense, or obligation, or open any chequing account on behalf of, for, or in the name of dōTERRA. Wellness Advocates control the manner and means by which they operate their dōTERRA businesses, subject to compliance with the Agreement. Wellness Advocates are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. Wellness Advocates are not treated as employees of dōTERRA for any purpose, including for federal, provincial, or territorial tax purposes, and acknowledge and agree that dōTERRA is not responsible for withholding, and shall not withhold or deduct from bonuses and commissions, taxes of any kind, unless such withholding becomes legally required. Wellness Advocates agree to charge and collect the goods and services tax (“GST”), harmonized sales tax (“HST”), Quebec sales tax (“QST”), and provincial retail or sales taxes (“PST”) in accordance with applicable law.

SECTION 2. Purchasing Products

A Person is not required to purchase any product in order to be a dōTERRA Wellness Advocate.

Purchasing product solely for the purpose of collecting Bonuses is prohibited. Wellness Advocates are not allowed to purchase inventory in an amount which unreasonably exceeds that which can be expected to be needed for his or her business within a reasonable period of time. dōTERRA retains the right to limit the amount of purchases the Wellness Advocate may make. In addition, dōTERRA reserves the right to recover Bonuses paid if it is discovered by dōTERRA that the Bonuses have been generated on what dōTERRA deems to be sales in violation of the Agreement.

Wellness Advocates must refund dōTERRA any cost associated with cheques refused for insufficient funds.

SECTION 3. Retail Sales Obligations

Wellness Advocates must provide the customer with two copies of a completed, dōTERRA approved retail sales receipt for the Province or Territory at the time of the sale.

SECTION 4. Product Return Policy

Returns on Products Within 30 Days

dōTERRA will refund 100% of the purchase price (plus the GST/HST, and QST or PST, recoverable by dōTERRA at law (“Refundable Taxes”)) of Currently Marketable products that are returned by a Wellness Advocate within thirty (30) days of purchase from dōTERRA, less shipping costs.

dōTERRA will provide a Product Credit of 100% of the purchase price (plus Refundable Taxes) or a refund of 90% of the purchase price (plus Refundable Taxes) on products not Currently Marketable (as defined below) that are returned by a Wellness Advocate within (30) days of purchase, less shipping costs.

Returns Thirty-one (31) days to Ninety (90) Days After Purchase

From thirty-one (31) days and up to ninety (90) days from the date of purchase, dōTERRA will provide a Product Credit of 100% or a refund of 90% of the purchase price (plus Refundable Taxes) on Currently Marketable products that are returned by a Wellness Advocate, less shipping costs.

Returns From 91 Days to One Year After Purchase

After 91 days and up to twelve (12) months from the date of purchase, dōTERRA will provide a Product Credit of 90% or a refund of 90% of the purchase price (plus Refundable Taxes) on Currently Marketable products that are returned by a Wellness Advocate, less shipping costs (excludes limited time offers and expired items).

Currently Marketable

Products and Sales Aids shall be deemed currently marketable if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling have not been altered or damaged; 3) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) the product expiration date has not elapsed; and 5) the product contains current dōTERRA labeling. Products shall not be considered Currently Marketable if dōTERRA discloses prior to purchase that the products are seasonal, discontinued, limited time offers, or special promotion products not subject to the Return Policy.

Return of Damaged or Incorrectly Sent Products

dōTERRA will exchange products if the returned products were received by the purchaser in damaged condition or were incorrectly sent. Such products must be returned within fifteen (15) days of receipt. Whenever possible, returned products will be replaced with undamaged products. However, when an exchange is not feasible, dōTERRA reserves the right to issue a credit for the amount of the exchanged products.

Duty to Retain Sales Order Number

dōTERRA will not accept returned products without the original sales order number from the invoice. This number must be provided to dōTERRA at the time the request for a refund is made.

Pack Returns

Products purchased as part of a pack or package must be returned as the entire pack.

Refund Alternatives

dōTERRA in its discretion may determine the acceptable refund alternatives for product returns, including but not limited to the following: dōTERRA Company Credit, Product Credit, bank cheque, bank transfer, or credit card charge back, and as outlined herein. For clarity, dōTERRA will not provide Product Credit unless the returned product was purchased with Product Credit or the returning Wellness Advocate specifically requests a refund in Product Credit. The actual form of refund will be based upon payment procedures in the Local Market and the original form of payment. Refunds will only be paid to the original payor.

Return Procedure

To obtain a refund for returned products or Sales Aids, a Wellness Advocate must comply with these procedures:

- a. Approval for the return must be received prior to the return of the shipment to dōTERRA. This approval must be obtained either by telephone or in writing, and the actual return shipment must be accompanied by the Wellness Advocate number.
- b. dōTERRA will provide the Wellness Advocate with the correct procedures and location for returning the products or Sales Aids. All return shipping costs must be paid for by the Wellness Advocate.

- c. Products or Sales Aids returned to dōTERRA without prior authorization will not qualify for a product credit or refund and will be returned to the Wellness Advocate at the Wellness Advocate's expense.
- d. This return/refund procedure may vary in jurisdictions where different repurchase requirements are imposed by law. Applicable laws may dictate the terms of the refund policy.
- e. dōTERRA may charge a \$10 CAD fee for shipments that are refused at the point of delivery and returned to dōTERRA.

dōTERRA's Right to Recoup Unearned Bonuses

When products are returned, dōTERRA has the right to recoup the Bonuses that were paid based on the sale of the products that were returned. dōTERRA may recoup these Bonuses by requiring a Wellness Advocate to pay dōTERRA directly, or dōTERRA may withhold the amount of the Bonus from future Bonus payments.

Return of Personalized Sales Aids

Personalized Sales Aids are not returnable or refundable, except for personalized Sales Aids with printing errors. Such sales aids must be returned within thirty (30) days and in conformance with the Product Return Policy.

Credit Card Charge Backs

Wellness Advocates are required to return products under dōTERRA's product exchange and return policies rather than doing a credit card chargeback.

SECTION 5. Product Claims

A Wellness Advocate may not make any impermissible claims for any product nor specifically prescribe any given product as suitable for any specific ailment unless otherwise permitted by law. Wellness Advocates should use claims that are in approved dōTERRA literature for Canada.

SECTION 6. Advertising

Allowed Uses

Subject to the Conditions of Use and the current P&P, Wellness Advocates are permitted to use Allowed Content in the following instances:

- The creation and use of Sales Aids.
- The creation and use of a Computer or Telephone Based Media.

Subject to the Conditions of Use and the current P&P, Wellness Advocates are permitted to use Allowed Content, with written approval from dōTERRA, in the following instances: Apparel, use in Wellness Advocate name; use on buildings and signs; Merchandise, and use for any uncategorized purpose.

Conditions of Use

The Allowed Uses of Allowed Content are conditioned on the following:

- a. Branding Guidelines and Media Specific Guidelines: Allowed Content may only be used according to the Media Specific Guidelines that may be found only on the Allowed Content page(s) of the dōTERRA website of the specific Local Market in which the Wellness Advocate is doing business.
- b. Context and True Statements: Wellness Advocates may not use Allowed Content out of context, or infer meaning other than the express meaning of the Allowed Content, by the use of modifiers, additional text, or other content. All content must be true and accurate.
- c. Claims and Representation Concerning dōTERRA Products: Wellness Advocates may not use, and dōTERRA does not support the use of, any content that violates federal, provincial, territorial, or local laws (see, Section 5).
- d. Variations, Takeoffs, or Abbreviations: Wellness Advocates may not use a variation of the Allowed Content for any purpose, including phonetic equivalents, foreign language equivalents, takeoffs, or abbreviations.
- e. Disparaging or Offensive Use: Wellness Advocates may not use Allowed Content in a disparaging, offensive, or injurious manner.
- f. Best Light: All Allowed Content must be shown only in the best light, in a manner or context that reflects favorably on dōTERRA and its products.
- g. Endorsement or Sponsorship of a Third Party: Wellness Advocates may not use Allowed Content in a manner that would imply dōTERRA's affiliation with, or endorsement, sponsorship, or support of, any third party product or service, or any political cause or issue.

Additional Advertising Provisions

- Wellness Advocates may not answer the phone as "dōTERRA" or imply they represent dōTERRA or are more than a Wellness Advocate.
- No advertising may imply that a job or position is available at dōTERRA.
- No specific income may be promised.
- All media inquiries must be immediately referred to the Director of Marketing Communications for dōTERRA.
- No release shall be made to the news media or to the general public relating to the Agreement without the prior written approval of an authorized executive officer for dōTERRA.
- Upon request, any Sales Aid or other medium which the Wellness Advocate prepared, caused to be prepared, or distributed, which also contains any dōTERRA Intellectual Property or Content, must be immediately provided to dōTERRA. Wellness Advocates must retain a copy of all Sales Aids, or other advertising material which they distributed,

for seven years from the last date of distribution.

- Wellness Advocates agree to release and discharge dōTERRA, and its successors, assigns, employees, and agents from any and all liability, monetary compensation, claim and/or demand arising out of or in connection with the creation and the use of any Intellectual Property of another, or of dōTERRA, including any claims for defamation or false representations.

SECTION 7. Computer or Telephone Based Media

Computer or Telephone Based Media includes transmission of Content by computer based systems, including but not limited to e-mail, blogs, social media, or website transmissions; and telephone or cell-phone based transmissions.

Headers and Titles

The name “dōTERRA” may not be used, in any title, subtitle, or header to Computer or Telephone Based Media, without the text “a Wellness Advocate” being placed in the same line as, or directly below the title or header. “A Wellness Advocate” must be of a font size that is of a minimum of half the height of the title, subtitle, or header, and must be of a color and style that is equally visible as the title, or header.

Websites

All dōTERRA Wellness Advocates wishing to have a static online dōTERRA presence may only use a dōTERRA approved Replicated Website or Certified Website and must comply with Company minimum advertised price (MAP) policy. To set up your own dōTERRA Replicated Website, login to www.mydoterra.com and click on the “My Website” tab, then follow the instructions to customize your site. A separate licensing agreement will be needed to obtain a Certified Website. To apply for a dōTERRA approved Certified Website please go to, <http://doterracertifiedsite.com/registration> and submit the requisite information. Once you have applied for a dōTERRA Certified Website your site will be considered for approval. No Certified Website will be permitted without express written approval from the Company, which consent shall be within the sole discretion of the Company. Wellness Advocates may not have any other independent website using or showing dōTERRA trademarks or trade dress (dōTERRA name, pictures or logos, product names, or pictures, etc.). The only Internet sites that may be linked to an official dōTERRA company website is the dōTERRA Replicated Websites. No other websites may be linked to any website mentioning dōTERRA or dōTERRA products or executives.

Disclaimer

Each Computer or Telephone Based Media shall clearly indicate that it is not authored by dōTERRA, or any of its affiliated companies, and that the Wellness Advocate placing such Computer or Telephone Based Media bears all responsibility for the content.

Domain Names

Wellness Advocates may not use dōTERRA Intellectual Property name(s) in a domain name

without express written approval from dōTERRA, which consent shall be within the sole discretion of dōTERRA. Such use must also be through a written use agreement signed by dōTERRA. Examples of use that are not acceptable: “doTERRA.com” “doTERRAcompany.com” “doTERRAcorporate.com,” etc. Wellness Advocates should consult the Media Specific Guidelines of their Local Market.

URLs

All computer web URL’s must contain the words “Wellness Advocate.”

Privacy Policy Language

Wellness Advocates must implement a written privacy policy that protects any information gathered from the website from being sold or used by anyone else. Such privacy policy must comply with the laws of the jurisdictions in which the Wellness Advocate conducts business, including without limitation the federal Personal Information Protection and Electronic Documents Act, and Canada’s Anti-Spam Legislation (CASL).

Spam Prohibition

Wellness Advocates may not spam. Canada has adopted anti-spam legislation, CASL, that prohibits sending commercial electronic messages, including email and text messages to persons who have not consented to receiving them, as provided below. Spamming includes, but is not necessarily limited to: (1) sending unsolicited commercial electronic messages, including email or text messages, that contain any email or web addresses or other commercial information from a Wellness Advocate’s account to online users; (2) posting messages that contain the Wellness Advocate’s service address or other commercial information in new groups that are unrelated to the Wellness Advocate’s products; (3) creating false “from sources” in any commercial electronic message, email message, or newsgroup posting with the Wellness Advocate’s service address or other commercial information, thereby giving the impression that the message originated from dōTERRA or its network of Wellness Advocates; (4) sending unsolicited commercial electronic messages, emails, or text messages to lists of people that are not within the Wellness Advocate’s Organization or with whom the Wellness Advocate has not had a prior business or personal relationship, as defined below. All dōTERRA related email broadcasts must only be sent to Wellness Advocates in the Organization of the Wellness Advocate. Emails must not contain any false representations, income claims, or testimonials.

Express Consent

When a Wellness Advocate seeks express consent to send a commercial electronic message, such as email or text messages, CASL requires the disclosure of the following information: i) the purpose of the request (i.e. sending commercial electronic messages); ii) the name of the person/entity seeking the consent, and if different, the person/entity on whose behalf consent is sought, and which party is seeking consent on the other’s behalf; iii) the mailing address, and one or more of a phone number, email address, or web address for one of those persons; and iv) that consent may be withdrawn. Express consent must be through a positive action of the person providing consent; it may not be assumed.

Implied Consent

Under CASL implied consent exists in the case of an “existing business relationship”. “Existing business relationship” is a defined term in the law, and is subject to statutory expiry timelines. Such a relationship will **only** exist where i) the recipient of the message has made a purchase from the person who sends the message (or causes it to be sent) within the two years prior to the message; ii) the recipient of the message has accepted a business or investment opportunity from the person who sends the message (or causes it to be sent) within the two years prior to the message; iii) there is a written Agreement between the recipient of the message and the person who sends the message (or causes it to be sent) that does not relate to an item set out in i) or ii) above and that is either currently in existence, or that expired in the two years prior to the message; or iv) the recipient of the message made an inquiry or application of the person who sends the message (or causes it to be sent) regarding a purchase or business opportunity in the six months prior to the message. CASL also permits the sending of commercial electronic messages to a person who has a “family relationship” with the Wellness Advocate (defined as a relationship through marriage, common law partnership, or legal parent/child relationship, where there has been voluntary two-way communications), or a “personal relationship” with the Wellness Advocate (defined as a relationship that it is reasonably based on shared interests, experiences and opinions, frequency of communications, where there has been voluntary two-way communications).

Message Content

Under CASL, all commercial electronic messages must include i) the name under which the sender of the message carries on business, and if different, the name under which the person on whose behalf the message was sent carries on business; ii) a valid “physical” mailing address for the sender or the person on whose behalf the message was sent; iii) one or more of an email address, telephone number, or web address for either the sender or the person on whose behalf the message was sent; and iv) an unsubscribe mechanism that functions through the same electronic means used to send the message, and that specifies an electronic address or link to a webpage to which the request can be sent.

Telephone and Fax Communications

The *Unsolicited Telecommunications Rules* administered by the Canadian Radio-television and Telecommunications Commission define telemarketing as the use of telecommunications for the purpose of solicitation. This will apply to unsolicited commercial telephone calls and fax messages. Telemarketers are required to register with the National Do Not Call List Operator, pay a subscription fee, and meet certain disclosure and recordkeeping requirements. Wellness Advocates are solely responsible for their compliance with the *Unsolicited Telecommunications Rules*.

SECTION 8. Use of dōTERRA Intellectual Property

dōTERRA Intellectual Property, including its trademarks, service marks, trade names, trade dress, and the content of its publications, are valuable assets. By using dōTERRA Intellectual Property, Wellness Advocates agree and acknowledge that there exists great value and goodwill

associated with the dōTERRA Intellectual Property, and acknowledge that dōTERRA has all rights to the property and that the goodwill pertaining thereto belongs exclusively to dōTERRA. Further, Wellness Advocates also acknowledge that the intellectual property has a secondary meaning in the mind of the public. Intellectual property is protected by federal, provincial and international copyright and trademark laws and other proprietary rights. These rights are protected in all forms, including media and technologies existing now or hereinafter developed.

The Content in dōTERRA Approved Sales Aids and its official website, including the text, graphics, logos, audio clips, music, lyrics, video, photographs, software, and other information is the property of dōTERRA and/or its affiliates or partners, or, is licensed to dōTERRA from third parties. Because dōTERRA does not own all of the content, dōTERRA will not license to a Wellness Advocate what it does not own. Accordingly, when using dōTERRA Intellectual Property and content, Wellness Advocates agree to only use Allowed Content as expressly defined and granted herein.

Proper Use of Trademarks

Wellness Advocates must properly use dōTERRA Intellectual Property, as follows: Trademarks are adjectives used to modify nouns; the noun is the generic name of a product or service. As adjectives, trademarks may not be used in the plural or possessive form. Correct: “You should buy two Zendocrine bottles.” Not Correct: “You should buy two Zendocrines.”

Use of Allowed Content Within Canada

On communications that will be distributed only in Canada, Wellness Advocates must use the appropriate trademark or copyright symbol (TM/MC, ®/MD, ©) the first time dōTERRA Intellectual Property appears.

Wellness Advocates must refer to and use the correct spelling of the trademark or copyright, and generic term to use with the trademark. Generally, the symbol appears at the right shoulder of the trademark, but exceptions may exist.

Wellness Advocates must include an attribution of dōTERRA’s ownership of its Allowed Content within the credit notice section of a Wellness Advocate’s Sales Aid, personal website, or social media. The following are the correct Canadian formats for trademarks:

- For registered trademarks in Canada: _____ is a registered trademark of dōTERRA Holdings, LLC
- For unregistered trademarks in Canada: _____ is a trademark of dōTERRA Holdings, LLC

Use of Allowed Content Outside Canada

Wellness Advocates should not use trademark symbols on product communications that will be distributed outside Canada.

Acknowledgment of Rights

Wellness Advocates agree that all Allowed Content is owned exclusively by dōTERRA or licensed to dōTERRA. Except for the limited rights granted by the Agreement for the term of the

Agreement, Wellness Advocates acknowledge that dōTERRA hereby retains all legal title to and beneficial ownership of, and all rights to, the intellectual property and all intellectual property rights related thereto for all purposes. Wellness Advocates agree to assist dōTERRA to protect dōTERRA's rights in the intellectual property at dōTERRA's request.

Agreement to Protect

Wellness Advocates agree to assist dōTERRA to the extent necessary in the procurement of any protection or to protect any of dōTERRA's rights to the Allowed Content.

Assignments

Wellness Advocates agree that nothing contained in the Agreement shall be construed as an assignment or grant to the Wellness Advocate of any right, title, or interest in or to the Allowed Content, it being understood that all rights relating thereto are reserved by dōTERRA, except for the right to use the Allowed Content as expressly provided in the Agreement. Wellness Advocates agree that at the termination or expiration of the Agreement, Wellness Advocates will be deemed to have assigned, transferred, and conveyed to dōTERRA any trade rights, equities, goodwill, titles or other rights in and to dōTERRA Intellectual Property which may have been obtained by Wellness Advocates or which may have vested in Wellness Advocates in pursuance of any endeavors covered hereby, and that Wellness Advocates will execute any instruments requested by dōTERRA to accomplish or confirm the foregoing. Any such assignment, transfer, or conveyance shall be without other consideration other than the mutual covenants and considerations of the Agreement.

Termination

Wellness Advocates may not terminate the rights granted to dōTERRA in this Section 8.

A Wellness Advocate's rights granted in this Section 8 may be terminated by dōTERRA upon immediate notice without the opportunity to cure should the Wellness Advocate do any of the following:

- a. File a petition in bankruptcy or a petition to take advantage of any insolvency act;
- b. commit any act of dishonesty;
- c. fail or refuse to perform any other obligation created by this Agreement or any other agreement between the Wellness Advocate and dōTERRA or its affiliates;
- d. make any misrepresentations relating to the acquisition of the rights granted herein, or engage in conduct which reflects unfavorably on dōTERRA or upon the operation and reputation of dōTERRA's business; or
- e. be convicted of a felony or any other criminal misconduct which is relevant to the Agreement.

In the event of termination of this license for any reason, Wellness Advocates shall immediately cease all use of the Allowed Content and shall not thereafter use any intellectual property, mark, or trade name similar thereto. Termination of the license under the provisions of this Section 8 shall be without prejudice to any rights which dōTERRA may otherwise have against

the Wellness Advocate.

Rights are Personal

The rights and duties under this Section are personal to the Wellness Advocate and the Wellness Advocate shall not, without the written consent of dōTERRA, which consent shall be granted or denied in the sole and absolute discretion of dōTERRA, be assigned, mortgaged, sublicensed, or otherwise encumbered by the Wellness Advocate or by operation of law.

Remedies

Each Wellness Advocate acknowledges and agrees that compliance with the terms of this Section 8 is necessary to protect the goodwill and other proprietary interests of dōTERRA. Accordingly, Wellness Advocates agree that in the event of any breach of this Section 8:

- a. dōTERRA shall be entitled to injunctive relief and/or specific performance;
- b. the Wellness Advocate shall not oppose such relief on the grounds that there is an adequate remedy at law; and
- c. Wellness Advocates further stipulate and agree that any violation of this rule will inflict immediate and irreparable harm on dōTERRA; that the harm to dōTERRA exceeds any benefit that the Wellness Advocate may derive; and that dōTERRA shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary, and permanent injunctive relief without bond; and that such injunctive relief may extend the post-termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section 8 survive the termination of the Agreement. Nothing herein waives any other rights and remedies dōTERRA may have in relation to the use of its Confidential Information or any other violations of the Agreement.

SECTION 9. Retail and Service Establishment Sales

Retail Store Policy

With written approval from dōTERRA, a Wellness Advocate may sell products and/or promote the dōTERRA business opportunity through retail stores such as health food stores, grocery stores, and other such establishments, except in such stores or establishments that, in dōTERRA's sole discretion, are large enough to be considered provincial, territorial, state, regional, or national chains.

Online Sales

Wellness Advocates may not sell dōTERRA products through online auctions or mall sites, including but not limited to Walmart.com, Taobao.com, Alibaba, Tmal.com, Tencent platforms, Yahoo!, eBay, or Amazon, unless they obtain written authorization from Company. Wellness Advocates may seek authorization by submitting a completed Online Auction/Mall Application. Contact your Account Manager for a copy of the application. Upon Wellness Advocate's acceptance of the authorization terms and conditions and upon receipt of Company's written approval, Wellness Advocate may sell their dōTERRA products on the designated mall site.

Wellness Advocates may also sell dōTERRA products through dōTERRA Replicated Websites and dōTERRA Certified Websites. Products that have been separated from a kit or package may not be sold online. Wellness Advocate acknowledges that Company may implement a minimum advertised price (MAP) policy and may use vendors to monitor MAP compliance.

Service Establishments

Wellness Advocates may sell products through service establishments that provide services related to the products. For example, dōTERRA products may be sold through the offices of doctors and other healthcare professionals, health clubs, spas, and gyms.

Suitability

dōTERRA reserves the right, in its sole discretion, to make a final determination as to whether an establishment is a suitable place for the sale of the products. dōTERRA's grant of permission in a particular case does not waive its right to enforce this policy in any and all other cases.

SECTION 10. Trade Show Policy

Wellness Advocates wishing to display, promote, and sell the dōTERRA products and opportunity in connection with a trade show may rent a booth or set up an exhibit at a trade show or convention ("Convention"), subject to dōTERRA's written approval of the Convention and the Wellness Advocate's compliance with the following requirements:

- a. Complete and submit to dōTERRA an Event Submission Form. This form can be located in the online dōTERRA Virtual Office. In order to obtain a booth and secure exclusive rights, dōTERRA must receive a form requesting permission to participate at least four weeks prior to the show. dōTERRA reserves the right to only allow one booth representing dōTERRA and products per show. Only dōTERRA products and/or opportunity may be offered in the trade show booth. Only dōTERRA produced marketing materials may be displayed or distributed. A purchase of a dōTERRA-produced Wellness Advocate banner, to display in the booth, is required. Exclusive rights are granted in the sole discretion of dōTERRA.
- b. The Wellness Advocate will not reference dōTERRA in any form of advertisement or promotional material that implies that dōTERRA is participating in the Convention. Instead, any dōTERRA-approved advertisement or promotional material must make specific reference to the Wellness Advocate as a Wellness Advocate of dōTERRA, including any maps or listings prepared by the sponsor of the Convention.
- c. The Wellness Advocate will not make any earnings representations of any kind.
- d. The Wellness Advocate will not use the Convention to promote any product, service, or business opportunity other than the dōTERRA business in which the Wellness Advocate may be involved.
- e. During the Convention the Wellness Advocate must personally comply with the P&P and is responsible for (i) the actions of every person who works in the booth at the Convention, (ii) all material distributed at the Convention, and (iii) all other aspects of

participation in the Convention.

In addition to the other remedies provided in the P&P, dōTERRA reserves the right to deny future Convention participation for any policy violation at a Convention.

SECTION 11. Payment of Taxes

Income Tax

A Wellness Advocate accepts sole responsibility for reporting and paying all local, provincial, territorial, federal, and other taxes with respect to income earned as a dōTERRA Wellness Advocate, including monetary and non-monetary compensation. dōTERRA will not withhold or make payments for any income taxes, CPP, or employment insurance or obtain worker's compensation insurance on a Wellness Advocate's behalf.

GST/HST, QST and PST

dōTERRA will charge the GST/HST, as well as the QST or PST, as required by applicable law, but will not charge the PST if the Wellness Advocate has made a valid claim for exemption, in which case the Wellness Advocate agrees to indemnify and hold dōTERRA harmless regarding any liability it incurs as a result of dōTERRA's or Wellness Advocate's failure to collect or remit the PST.

SECTION 12. Product Liability Claims

Indemnification of Wellness Advocates

Subject to the limitations set forth in this provision, dōTERRA shall defend Wellness Advocates from claims made by third-party customers alleging injury from use of a product, or injury due to a defective product. Wellness Advocates must promptly notify dōTERRA in writing of any such claim, no later than ten (10) days from the date of the third party claimant's letter or other notification alleging injury. Failure to so notify dōTERRA shall alleviate any obligation of dōTERRA respecting such claim. Wellness Advocates must allow dōTERRA to assume the sole and absolute discretion respecting the defense of the claim, and use and choice of counsel as a condition to dōTERRA's obligation to defend them.

Exceptions

dōTERRA shall have no obligation to indemnify a Wellness Advocate if:

- a. the Wellness Advocate has not complied with the Agreement respecting obligations and limitations covering the distribution and/or sale of the products; or
- b. the Wellness Advocate has repackaged, altered, or misused the product; or made claims or given instructions or recommendations respecting the use, safety, efficacy, benefits or results, which do not comply with the approved literature of dōTERRA; or,
- c. the Wellness Advocate settles or attempts to settle a claim without dōTERRA's written approval.

SECTION 13. Authorized Use of Confidential Information

Wellness Advocate Lists and other Confidential Information

Lists of Wellness Advocates and all contacts generated there from (collectively, the "Lists") together with any information related in any way to the business or technical affairs of dōTERRA including without limitation any dōTERRA trade secrets, operating or business information, processes, procedures, designs, photographs, videos, specifications, manuals or other materials, whether disclosed orally, visually, or in writing or gathered from inspection and whether or not marked confidential (together with the Lists, hereinafter collectively the "Confidential Information") is the property of dōTERRA. dōTERRA has derived, compiled, configured, and currently maintains the Confidential Information through the expenditure of considerable time, effort, and monetary resources. The Confidential Information constitutes commercially advantageous assets and trade secrets of dōTERRA. The right to disclose and use the Confidential Information is expressly reserved by dōTERRA and may be denied at dōTERRA's discretion. Wellness Advocate acknowledges that all rights in the Confidential Information remain the exclusive property of dōTERRA. No interest, licence, or any right respecting the Confidential Information, other than as expressly set out in the Agreement, is granted to Wellness Advocate. Wellness Advocate shall not license, sell, transfer, provide, or otherwise make available to, or use for the benefit of, a third party, all or any part of the Confidential Information, or use the Confidential Information for any purpose other than for the purposes set out in this Agreement and shall not use any Confidential Information directly or indirectly, in competition with dōTERRA, or its businesses. Wellness Advocate shall hold the Confidential Information in strict confidence. Wellness Advocate shall promptly notify dōTERRA in writing of any unauthorized or unlawful disclosure, divulgence, communication or use of the dōTERRA's Confidential Information. Wellness Advocate shall, upon request of dōTERRA, immediately return to dōTERRA or destroy the Confidential Information and all copies thereof in any form whatsoever under the power or control of Wellness Advocate. The obligations herein survive such destruction or return of the Confidential Information and apply for so long as the information remains Confidential Information.

Confidentiality of Lists

Wellness Advocate obtaining access to the Lists or any other Confidential Information agree that the Lists are the Confidential Information of dōTERRA and that the Confidential Information is proprietary to dōTERRA and that any use of those Lists or contacts generated there from, or any Confidential Information, except for the sole purpose of furthering dōTERRA's business pursuant to this Agreement, is expressly forbidden. Any materials which make any reference to dōTERRA or its programs may be done so only with the prior written consent of dōTERRA for each separate offer.

Specific Lists

dōTERRA provides a uniquely tailored portion of the Lists to Wellness Advocates (hereinafter in the context of Lists, the "Recipient"). Each portion of the provided List contains only information specific to the Recipient's level and his or her own downline organization. For greater certainty, each uniquely tailored portion of the Lists is the Confidential Information of

dōTERRA.

Limitations on Use

The Lists are provided for use only by the Recipient to facilitate the training, support, and servicing of the Recipient's downline organization only for furtherance of dōTERRA-related business in accordance with the Agreement.

Lists Belong to dōTERRA

The Lists remain, at all times, the Confidential Information of and exclusive property of dōTERRA, which may, at any time and in dōTERRA's sole discretion, reclaim and take possession of the Lists upon request. Accordingly, each Wellness Advocate agrees:

- a. to hold confidential and not disclose any Lists, or portion thereof, or any other Confidential Information to any third party, including, but not limited to, existing Wellness Advocates, competitors, or the general public;
- b. to use the Lists and any other Confidential Information only for the purpose of furthering the Wellness Advocate's dōTERRA-related business in accordance with the Agreement. The Lists and any other Confidential Information may not be used to identify or solicit dōTERRA Wellness Advocates in respect of other commercial opportunities and activities or for any other purpose;
- c. that any use or disclosure of the Lists or any other Confidential Information other than as expressly permitted herein, or for the benefit of any third party, constitutes misuse, misappropriation, and a violation of the Recipient's license agreement, which causes irreparable harm to dōTERRA; and
- d. that, upon any violation of this Section, the Recipient consents to injunctive relief as an appropriate remedy enjoining that use under applicable national or local laws, and will immediately retrieve and return to dōTERRA all Lists and any other Confidential Information previously provided to the Recipient upon dōTERRA's request, and that the obligations under this Section will survive the termination of the Recipient's Agreement.

dōTERRA Remedies for Violation

dōTERRA reserves the right to pursue all available remedies under applicable law to protect its rights to the Confidential Information. Any failure to pursue any applicable remedies will not constitute a waiver of those rights. Each Wellness Advocate acknowledges and agrees that compliance with the terms of this Section is necessary to protect the goodwill and other proprietary interests of dōTERRA. Accordingly, each Wellness Advocate agrees that in the event of any breach of this Section:

- a. dōTERRA shall be entitled to injunctive relief and/or specific performance;
- b. it shall not oppose such relief on the grounds that there is an adequate remedy at law; and
- c. any breach of this Section will inflict immediate and irreparable harm on dōTERRA for which there is no adequate remedy in damages; that the harm to dōTERRA exceeds any benefit that the Wellness Advocate may derive; that dōTERRA shall be entitled, in

addition to any other remedies that may be available, to immediate, temporary, preliminary, and permanent injunctive relief without bond; and that such injunctive relief may extend the post-termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section survive the termination of the Agreement. Nothing herein waives any other rights and remedies dōTERRA may have in relation to the use of its confidential information or any other violations of the Agreement.

SECTION 14. Limitation of Liability

Except as provided in this P&P, dōTERRA makes no express or implied representations or warranties with respect to the dōTERRA products to be provided hereunder or their condition, merchantability, fitness for any particular purpose or use by Wellness Advocates. dōTERRA shall not be liable for any:

- d. special, indirect, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the operation or use of the products including, without limitation, damages arising from loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against the Wellness Advocate by any third person, even if dōTERRA has been advised of the possibility of such damages;
- e. damages (regardless of their nature) for any delay or failure by dōTERRA to perform its obligations under the Agreement due to any cause beyond its reasonable control; or
- f. claims made a subject of legal proceeding against dōTERRA more than two years after the alleged violation. Notwithstanding any other provision of the Agreement, dōTERRA's total liabilities hereunder shall not be greater than the amounts actually received by dōTERRA pursuant to the terms of the Agreement.

SECTION 15. Disciplinary Actions

Rights Conditioned Upon Performance

A Wellness Advocate's rights under the Agreement are conditioned upon and subject to the Wellness Advocate's continued performance in accordance with the terms of the Agreement. Upon failure by a Wellness Advocate to perform his or her obligations as set forth in the Agreement, the Wellness Advocate's rights cease. dōTERRA may excuse a Wellness Advocate's non-performance in whole or in part without waiving its rights and remedies under the Agreement.

Possible Disciplinary Actions

If Wellness Advocates violate any of the terms and conditions of the Agreement or engage in any illegal, fraudulent, deceptive, or unethical business conduct, dōTERRA may, in its sole discretion, invoke any disciplinary action or actions that it deems appropriate. The potential disciplinary actions are:

- a. Issue an oral and/or written warning or admonition to the Wellness Advocate;

- b. Closely monitor the conduct of the Wellness Advocate over a specified period of time to ensure performance of the contractual duties;
- c. Require the Wellness Advocate to provide dōTERRA with additional assurances that the Wellness Advocate's performance will be in compliance with the Agreement. Further assurances may include requiring the Wellness Advocate to take certain actions in an effort to mitigate or correct non-performance;
- d. Deny or suspend privileges that are awarded from time to time by dōTERRA or cease performing dōTERRA's obligations under the Agreement, including but not limited to, awards, recognition at corporate events or in corporate literature, participation in dōTERRA-sponsored events, placement of product orders, promotion within the dōTERRA Compensation Plan, access to dōTERRA information and genealogies, or the Wellness Advocate's participation in other dōTERRA programs or opportunities;
- e. Discontinue or limit payment of Bonuses from all or any part of the sales of the Wellness Advocate or the Wellness Advocate's Organization;
- f. Impose a fine, which may be imposed immediately or withheld from future Bonus or commission cheques;
- g. Reassign all or part of the Wellness Advocate's Organization;
- h. Adjust the Wellness Advocate's Wellness Advocate status;
- i. Suspend the Wellness Advocate, which may result in termination or reinstatement with conditions or restrictions;
- j. Terminate the Distributorship of the Wellness Advocate; or
- k. Seek injunctive relief or other remedies available by law.

Investigation

The following procedure applies when dōTERRA investigates an alleged violation of the Agreement:

- a. dōTERRA will either provide the Wellness Advocate with a verbal notice and/or send a written notice of the alleged breach of Agreement. Each Wellness Advocate agrees that the relationship between a Wellness Advocate and dōTERRA is entirely contractual. Accordingly, dōTERRA will neither honor nor respect any claim by a Wellness Advocate that the relationship is or has been quasi-contractual, has arisen by implication from any continuing practice or course of action, has been verbally authorized by an employee of dōTERRA in contradiction of the terms of the Agreement, or is otherwise implied in fact.
- b. In a case when written notice is sent, dōTERRA will give the Wellness Advocate ten business days from the date of dispatch of a notification letter during which the Wellness Advocate may present all information relating to the incident for review by dōTERRA. dōTERRA reserves the right to prohibit activity (e.g. placing orders, sponsoring, modifying Wellness Advocate information, receiving Bonuses, etc.) by the Distributorship in question from the time notice is sent until a final dōTERRA decision is

rendered.

- c. On the basis of any information obtained from collateral sources and from dōTERRA's investigation of the statements and facts taken together with information submitted to dōTERRA during the response period, dōTERRA will make a final decision regarding the appropriate remedy, which may include the termination of the Agreement with the Wellness Advocate. dōTERRA will promptly notify the Wellness Advocate of its decision. Any remedies will be effective as of the date on which notice of dōTERRA's decision is dispatched.

Request for Termination

A Wellness Advocate may request to terminate the Agreement at any time and for any reason by sending a written notice of intent to terminate to dōTERRA. A Person whose Distributorship is terminated may not sign up again as a Wellness Advocate for six months from the date of last activity if the Wellness Advocate achieved the Rank of Premier or lower. If the Wellness Advocate has achieved the Rank of Silver or higher, the person must wait twelve months before signing up as a Wellness Advocate with dōTERRA. All obligations regarding confidentiality of information and the Wellness Advocate network survive termination of the Agreement, including but not limited to the obligations outlined in Section 8 and Section 13.

Voluntary Termination

When a Distributorship is voluntarily terminated, the account is placed in a suspended status for a period of twelve months from the date of last activity, after which period the account is actually terminated and removed from the genealogy tree. In other words, a suspended account stays in the genealogy tree until it is actually terminated by dōTERRA; there is no "roll-up" of downline during the suspension period. Due to the dōTERRA Compensation Plan's compression, however, volume will roll-up past the suspended Wellness Advocate, allowing for maximum payout.

Termination for Convenience

dōTERRA reserves the right at any time to terminate for convenience in its sole discretion the Agreement upon thirty (30) days written notice. Notice shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered by an express courier, to the Wellness Advocate's last known address, email address or fax number, or to his/her counsel, or when the Wellness Advocate receives actual notice of cancellation, whichever occurs first. dōTERRA shall not be required to have any reason nor to prove any cause in order to terminate the Agreement with any Wellness Advocate. If and when any Agreement with any Wellness Advocate is terminated, the Wellness Advocate shall have no claim against dōTERRA, its affiliates or their respective, officers, directors, agents, employees, servants, and representatives nor any right to claim or collect lost profits, lost opportunities or any other damages. Termination will result in the loss of all benefits under the Agreement. The terms hereof are in satisfaction of any and all statutory and common law claims, including without limitation any right to reasonable notice of termination of the contractual relationship.

Inactivity

A Distributorship may be terminated by dōTERRA if the Distributorship is not Active or if the Annual Renewal Fee has not been paid.

Co-applicant Binds Distributorship

The act of any participant or co-applicant in a Distributorship, or spouse or partner of a Wellness Advocate, is attributable to the Distributorship and any remedies, including termination of the Agreement, necessitated by that act may be applied to the Distributorship generally.

Time Limitation on Claims Made

dōTERRA will not review any violation of the terms and conditions of the Agreement not brought to dōTERRA's attention within two years of the initiation of the alleged violation. Failure to report a violation within the two-year period will result in dōTERRA not pursuing the allegations in order to prevent stale claims from disrupting the ongoing business activities of Distributorships. All reports of violations must be in writing and sent to the attention of dōTERRA's legal department.

Action Against a Wellness Advocate

dōTERRA may take action against a Wellness Advocate as outlined in this Section 15 of the P&P and elsewhere in the Agreement if dōTERRA determines, in its sole discretion, that the Wellness Advocate's conduct or the conduct of any participant in the Distributorship is detrimental, disruptive, or damaging to the well-being or reputation of the Distributor network or dōTERRA.

SECTION 16. Placement Policy, Line Switching, and Cross Recruiting Prohibition

Initial Placement

At the time when a new Wellness Advocate is enrolled, the enrolling Wellness Advocate may place the new Wellness Advocate anywhere in the enrolling Wellness Advocate's Organization.

Placement Changes Within 14 Days of Signup

Within 14 calendar days of a new Wellness Advocate's signup with dōTERRA, the enrolling Wellness Advocate may move the new Wellness Advocate one time anywhere in the enrolling Wellness Advocate's Organization (i.e. not outside the enrolling Wellness Advocate's Organization), subject to dōTERRA's approval.

Placement Changes After 14 Days

After the above described time period passes, a new Wellness Advocate is in final placement and dōTERRA will normally not approve requests to place the new Wellness Advocates elsewhere in an Organization.

Placement changes are rare and must be specifically approved in writing by dōTERRA's Exceptions Committee. Before authorizing a placement change, dōTERRA will consider, among

other factors, the following:

- Whether the Wellness Advocate to be moved has not been active for at least six months (twelve months if Silver Rank or higher),
- Whether the Wellness Advocate to be moved obtains written consent (verified by notarized signatures or other means) of the enrolling Wellness Advocates who are three levels above the moving Wellness Advocate, and the sponsoring Wellness Advocates who are seven levels above the Wellness Advocate,
- Whether the change will cause Rank advancement,
- Whether a change of historical bonus payments will occur,
- Whether the moving Wellness Advocate has breached the Agreement,
- The effect of the change on the Organization, and
- Any other relevant facts.

A qualified Presidential Diamond who personally enrolls a new Wellness Advocate that achieves the rank of Premier within three months of enrollment will be allowed to place the new Wellness Advocate anywhere within the enrolling Wellness Advocate's organization. This move can be made after the enrolling Wellness Advocate has filled out the Presidential Diamond Premier Move form even if a placement change had previously been made within 14 days of enrollment. For the purpose of calculating three months in this paragraph, month one is the calendar month that the new Wellness Advocate is enrolled if enrolled on or before the 10th calendar day of the calendar month. If the new Wellness Advocate is enrolled after the 10th calendar day of the month then month one will be the following calendar month.

Enrolling a Former Wholesale Customer as a Wellness Advocate.

A Wellness Advocate may enroll Wholesale Customers as Wellness Advocates. When a Wholesale Customer becomes a Wellness Advocate, he ceases to be a Wholesale Customer. An enrolling Wellness Advocate may place a new Wellness Advocate who was a Wholesale Customer in any position in the enrolling Wellness Advocate's organization if the new Wellness Advocate a) was a Wholesale Customer for more than ninety days, and b) after becoming a Wellness Advocate, has at least one member (Wholesale Customer or Wellness Advocate) with sales of 100 PV or more. The placement of the new Wellness Advocate must be completed within 14 days of the date that a Wholesale Customer signs up to be a Wellness Advocate.

Enrollership Reassignment.

The Company allows an enrolling Wellness Advocate to change enrollership of a new Wellness Advocate. The enrollership of the new Wellness Advocate, however, may not be changed more than twice. Subject to Company approval, a second change may only occur if enrollership is changed back to the original enrolling Wellness Advocate.

Cross-Company and Cross-Line Recruiting Prohibited

Wellness Advocates are prohibited from Cross-Company Recruiting or Cross-Line Recruiting

other Wellness Advocates, as those terms are defined below. The use of a spouse or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, or fictitious ID numbers to circumvent this policy is prohibited.

- a. **Cross-Company Recruiting:** The actual or attempted solicitation, enrollment, encouragement, or effort to influence in any way, either directly or indirectly (including but not limited to, through a website), another dōTERRA Wellness Advocate or customer to enroll or participate in another network marketing opportunity. This conduct constitutes recruiting even if the actions of the Wellness Advocate are in response to an inquiry made by another Distributor or Customer.
- b. **Cross-Line Recruiting:** The actual or attempted solicitation, enrollment, encouragement, or effort to influence in any way, either directly or indirectly (including but not limited to, through a website), the enrollment of an individual who, or entity that, already has a current Distributorship with dōTERRA, within a different line of sponsorship. Cross-Line recruiting also applies to the enrollment of an individual or entity that has had a Distributorship with dōTERRA within the past six months, or in the case of a Wellness Advocate with the rank of Silver or higher, within the past twelve months.

Injunctive Relief Available to dōTERRA

Wellness Advocates stipulate and agree that Cross-Company Recruiting and Cross-Line Recruiting constitute an unreasonable and unwarranted interference with the contractual relationship between dōTERRA and its Distributors, and conversion of dōTERRA's property and misappropriation of dōTERRA's trade secrets. Wellness Advocates further stipulate and agree that any violation of this rule will inflict immediate and irreparable harm on dōTERRA, that the harm to dōTERRA exceeds any benefit that the Wellness Advocate may derive, and that dōTERRA shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary and permanent injunctive relief without bond, and that such injunctive relief may extend the post-termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section survive the termination of the Agreement. Nothing herein waives any other rights and remedies dōTERRA may have in relation to the use of its Confidential Information or any other violations of the Agreement. Further, Wellness Advocates agree that appearing in, being referenced in, or allowing their name or likeness to be featured or referenced in any promotional, recruiting, or solicitation materials for another direct selling company constitutes Cross-Company Recruiting during a period of one year after termination of the Agreement.

SECTION 17. Successors and Claims

Binding Effects and Continuing Benefits

The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Transfer of a Distributorship Position

Except as otherwise noted in this P&P a Wellness Advocate may dispose of, sell, transfer, or

otherwise assign his or her Distributorship assets in any manner allowed by the Agreement and applicable law (including sale, gift, or bequest) with the prior written consent of dōTERRA. Any assets that take the form of claims to compensation or satisfaction of contractual obligations, from or by dōTERRA, will not be recognized as assets of the transferee on the records of dōTERRA until dōTERRA has received written notification of the transfer and has given its formal written approval. The Distributorship transferred is subject to all remedial measures under the Agreement that may have arisen prior to the transfer.

Upon a gift, sale, transfer, assignment, or other disposition of a Distributorship, a new Distributorship is created. Notwithstanding the fact that a new Distributorship is created, the new Distributorship shall take the place of the former Distributorship organizationally. Further, unless expressly agreed to in writing by dōTERRA, the Accounts Receivable balance, personal volume, Loyalty Reward Program (LRP) points, and enrollment date shall be retained by the former Distributorship.

For purposes of signing up again as a Wellness Advocate, a gift, sale, transfer, or assignment is treated as a termination with respect to the transferor. In other words, a Wellness Advocate who gifts, sells, conveys, or otherwise transfers his or her Distributorship must wait six months (if Premier rank or lower) or twelve months (if Silver rank or higher) from the official termination date (or the date of the last product purchase, if earlier than the termination or transfer date) to sign up again. A Wellness Advocate may not sell, convey, assign, or otherwise transfer any right conveyed by the Agreement to any Person or entity without the express, prior written consent of dōTERRA. A Wellness Advocate may delegate his or her responsibilities but is ultimately responsible for ensuring compliance with the Agreement and applicable laws. Any Person working with or for the Wellness Advocate as part of his or her Distributorship will do so only under the Wellness Advocate's direct supervision.

Distributorship Succession

In the event that a Wellness Advocate dies or becomes incapacitated, that Wellness Advocate's organization will pass to the Wellness Advocate's legal successors under the appropriate laws. Successors should promptly notify dōTERRA in writing of such an event and provide the proper documentation.

Operation of the Distributorship During Succession

During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate the Distributorship pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize dōTERRA to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
- The parties may continue to operate the Distributorship jointly on a "business-as-usual" basis, whereupon all compensation paid by dōTERRA will be paid in the joint names of the Wellness Advocates or in the name of the entity to be divided as the parties may independently agree between themselves.

Distributorships Are Indivisible

Under no circumstances will the Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will dōTERRA split Bonus cheques between divorcing spouses or Wellness Advocates of dissolving entities. dōTERRA will recognize only one Organization and will issue only one bonus cheque per Distributorship per commission cycle. Cheques shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of bonuses and the ownership of the business, the Wellness Advocate may be involuntarily canceled.

Court Proceedings

Wellness Advocates involved in court proceedings over the ownership or the management of a Distributorship are under obligation to inform the Court that the Distributorship is indivisible, and that dōTERRA will not divide an Organization or bonus cheques. The final order must expressly assign ownership of the Distributorship.

Waiting Period to Sign Up Again

If a former spouse or a former entity Wellness Advocate has completely relinquished all rights in their original Distributorship, they are thereafter free to enroll under any sponsor of their choosing, so long as they wait six months (if Premier rank or lower) or twelve months (if Silver rank or higher) from the official date of relinquishing their interest (or the date of the last product purchase, if earlier than the relinquishing date) to sign up again. In such case, however, the former spouse or partner shall have no rights to any Wellness Advocates in their former organization or to any former customers or PMs. They must develop the new business in the same manner, as would any other new Wellness Advocate.

SECTION 18. Definitions

Active: A Wellness Advocate who has purchased dōTERRA products within the past twelve months.

Allowed Content: Allowed Content means only the Content that is quoted or published on www.dōTERRA.com/CA/en.

Apparel: Apparel includes T-shirts, hats, and other clothing articles.

Bonus: Compensation (sometimes called “commissions”) paid by dōTERRA to a Wellness Advocate based on the volume of products sold by a Wellness Advocate’s organization upon meeting the requirements of the dōTERRA Compensation Plan.

Business Application Addendum: A supplemental document to the Wellness Advocate Application and Agreement. The Business Application Addendum must be completed and signed by a partnership, corporation, or other legal entity applying to become a Wellness Advocate. The Business Application Addendum should list all Persons who are partners, shareholders, principals, officers, beneficiaries, directors, or members of a Corporation.

Cinematic Media: Live or recorded electronic channels through which news, entertainment,

education, data, or promotional messages are disseminated, including broadcasting and narrowcasting mediums such as TV, radio, film, and audio or video. Cinematic Media does not including Computer and Telephone Based Media.

dōTERRA Approved Sales Aids: Marketing materials approved for use in a specific Local Market designated in writing by dōTERRA.

Company Credit: Company Credit is a Wellness Advocate's account receivable balance. Company Credit can be used to purchase product or can be redeemed for cash (compare, Product Credit).

Content: Content means any text, graphics, logos, audio clips, video, photographs, software, or dōTERRA Intellectual Property which is found in dōTERRA Produced Sales Aid(s), and the dōTERRA.com website.

Consultant: The title of level one Wellness Advocates in dōTERRA's dōTERRA Compensation Plan, also used from time to time to generally describe and identify dōTERRA Wellness Advocates.

Distributorship: The term Distributorship is another term for the business of any Wellness Advocate, as represented by a Wellness Advocate's contractual relationship with dōTERRA.

Enrollee: An Enrollee is a Person who was enrolled by a Wellness Advocate.

dōTERRA Intellectual Property: DōTERRA Intellectual Property means all intellectual property which dōTERRA or an affiliated company claims to own, or claims a right to use, including but not limited to trademarks, trade names, service marks, and content of its publications, whether registered with relevant governmental authorities or not.

dōTERRA Produced Sales Aids: dōTERRA Produced Sale Aids means marketing materials created and distributed by dōTERRA for use in a specific Local Market designated in writing by dōTERRA.

Local Market: A single country or a grouping of countries that the Company designates as a market.

Media Specific Guidelines: Media Specific Guidelines are Local Market specific guidelines which set usage standards of Allowed Content for a particular media format. Media Specific Guidelines must be adhered to.

Merchandise: Any item that bears dōTERRA Intellectual Property that is not apparel, cinematic media, dōTERRA Approved Sales Aids, dōTERRA Produced Sales Aids, Computer and Telephone Based Media.

Open Local Market: A country or geographical region designated in writing by dōTERRA as officially open for dōTERRA business, subject to any limitations per the designation.

Person: An individual or business entity.

Product Claims: Claims related to the efficacy or effect of dōTERRA products. Product claims are regulated by federal, provincial, territorial, or local governments in which the Wellness Advocate does business, including without limitation, Health Canada, Canadian Food Inspection

Agency, Competition Bureau, and provincial or territorial consumer protection agencies in the jurisdiction of the Wellness Advocate.

Product Credits: Product Credits are non-cash redeemable points that can be used to purchase dōTERRA designated products. Product Credits are granted as part of the LRP, and in the discretion of dōTERRA for deserving Wellness Advocates. No Personal Volume or Organizational Volume is associated with the redemption of Product Credits (compare, Company Credit).

Sales Aid: Any material, whether physically printed or in digital form, used in the offer or sale of dōTERRA products, recruitment of prospective Wellness Advocates, or training of Wellness Advocates, which makes reference to dōTERRA, dōTERRA products, the dōTERRA Compensation Plan, or dōTERRA Intellectual Property.

Social Media: The use of web-based and mobile technologies to turn communication into an interactive dialogue.

Wholesale Customer: A Wholesale Customer is a customer who has agreed to the terms of the Wholesale Customer Agreement Form. A Wholesale Customer is a customer therefore does not have a Downline and does not receive compensation, but is able to earn volume discounts on products through dōTERRA's Loyalty Reward Program.

SECTION 19. Miscellaneous

Waiver

The waiver by dōTERRA of any Wellness Advocate's breach of any provision of the Agreement must be in writing and will not be construed as a waiver of any subsequent or additional breach. The failure by dōTERRA to exercise any right or prerogative under the Agreement will not operate as a waiver of that right or prerogative.

Integrated Agreement

The Agreement is the final expression of the understanding and agreement between dōTERRA and a Wellness Advocate concerning all matters touched upon in the Agreement and supersedes all prior and contemporaneous agreements of understanding (both oral and written) between the parties. The Agreement invalidates all prior notes, memoranda, demonstrations, discussions, and descriptions relating to the subject matter of the Agreement. The Agreement may not be altered or amended except as provided therein. The existence of the Agreement may not be contradicted by evidence of any alleged prior contemporaneous oral or written agreement.

Should any discrepancy exist between the terms of the Agreement and verbal representations made to any Wellness Advocate by any employee, the express written terms and requirements of the Agreement will prevail.

Amendments on 30 Days' Notice

dōTERRA expressly reserves the right to make any amendments or modifications to the Agreement upon thirty days prior written notice in dōTERRA publications, by separate mailing,

or through online publication on dōTERRA website(s). Wellness Advocates agree that thirty days after publication of that notice, any amendment or modification becomes effective and is automatically incorporated into the Agreement and/or dōTERRA Compensation Plan, between dōTERRA and its Wellness Advocates, as an effective and binding provision. By continuing to act as a Wellness Advocate, or engaging in any Distributorship activity, including purchasing products, after the amendments or modifications have become effective, and Wellness Advocate acknowledges acceptance of the new Agreement and/or dōTERRA Compensation Plan terms.

Wellness Advocates Bound by Amendments

Wellness Advocates will be bound by any amendments to this P&P, the Agreement, and/or the dōTERRA Compensation Plan upon notification of amendments through any of dōTERRA's official channels of communication including dōTERRA's website, emails, newsletters, or other publications or mail to the Wellness Advocate. Ordering products or accepting commission payments confirms a Wellness Advocate's ongoing acceptance of the Agreement and any amendments, and the agreement to be bound by the Agreement.

Mandatory Arbitration and Dispute Resolution

EXCEPT AS MAY BE PROVIDED OTHERWISE BY THIS P&P, ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED BY BINDING AND CONFIDENTIAL ARBITRATION ADMINISTERED BY THE ADR CHAMBERS ARBITRATION RULES BEFORE A SINGLE ARBITRATOR. WELLNESS ADVOCATES HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY OR BY ANY COURT EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE HEARING SHALL OCCUR NOT LATER THAN ONE HUNDRED AND EIGHTY (180) DAYS FROM THE DATE THE DEMAND IS MADE, ABSENT AGREEMENT BY THE PARTIES OR EXTRAORDINARY CIRCUMSTANCES, WITH A JUDGMENT ON THE AWARD ENTERED WITHIN THIRTY (30) DAYS AFTER THE CONCLUSION OF THE HEARING. THE ARBITRATION SHALL BE CONDUCTED IN A LOCATION REASONABLY ACCESSIBLE TO THE WELLNESS ADVOCATE OR AT THE WELLNESS ADVOCATE'S OPTION IN TORONTO, ONTARIO, CANADA. HOWEVER, THE JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

Either party may initiate Arbitration by providing a Notice to Arbitrate to the other party:

- a. The notice must include a description of the Dispute and the relief sought to be recovered. A sample of a Notice to Arbitrate can be found at:
- b. <https://adrchambers.com/arbitration/notice-of-arbitration/> ("Notice to Arbitrate");
- c. Three copies of the Notice to Arbitrate, plus the appropriate filing fee, must also be sent to:
- d. ADR Chambers, 180 Duncan Mill Road, 4th Fl., Toronto, ON M3B 1Z6;
- e. One copy of the Notice to Arbitrate must be sent to the other party in accordance with the notice section hereinafter set out, or as otherwise agreed by the parties.

THE ARBITRATOR SHALL HAVE COMPLETE DISCRETION OVER THE DISCOVERY AND

PRODUCTION PROCESS. COPIES OF THE ADR CHAMBERS ARBITRATION RULES MAY BE DOWNLOADED AT: <http://adrchambers.com>, EXCEPT THAT THE ADR CHAMBERS MAY NOT ADMINISTER ANY MULTIPLE CLAIMANT OR CLASS ARBITRATION. IN THIS REGARD THE PARTIES SPECIFICALLY AGREE THAT THEY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING INCLUDING WITHOUT LIMITATION ANY CLASS ACTION OR CLASS ARBITRATION. AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIM WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING. THE ADR CHAMBERS MAY NOT ADMINISTER ANY MULTIPLE CLAIMANT OR CLASS ARBITRATION AS THE PARTIES SPECIFICALLY AGREE THAT THE ARBITRATION SHALL BE LIMITED TO THE RESOLUTION ONLY OF INDIVIDUAL CLAIMS. THE ARBITRATOR HAS THE DISCRETIONARY AUTHORITY TO AWARD THE COSTS OF THE ARBITRATION, THE ARBITRATOR'S FEES, AND ANY REASONABLE AND NECESSARY LEGAL FEES INCURRED IN CONNECTION WITH A DISPUTE RESOLVED IN FAVOR OF THE PREVAILING PARTY. THE COSTS OF INITIATING THE ARBITRATION SHALL BE BORNE BY THE PARTY INITIATING ARBITRATION, WITH ALL REMAINING COSTS AND FEES SPLIT EQUALLY BETWEEN THE PARTIES UP THROUGH ISSUANCE OF A FINAL AWARD. WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW ANALYSIS, THE PARTIES AGREE THE AGREEMENT, AND ANY MATTER ARISING OUT OF OR RELATING TO OR INVOLVING THE AGREEMENT THAT IS SUBMITTED TO ARBITRATION, WILL BE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, INCLUDING WITHOUT LIMITATION THE *ARBITRATION ACT*, 1991, S.O. 1991, c.17 AS AMENDED. UNLESS OTHERWISE STIPULATED BY ALL PARTIES THERETO, THE PARTIES AND THE ARBITRATOR SHALL MAINTAIN THE CONFIDENTIALITY OF THE ARBITRATION PROCEEDINGS AND SHALL NOT DISCLOSE TO ANY THIRD PARTY THE SUBSTANCE OF, OR BASIS FOR, THE CONTROVERSY, DISPUTE, OR CLAIM; THE SUBSTANCE OR CONTENT OF ANY SETTLEMENT OFFER OR SETTLEMENT DISCUSSIONS OR OFFERS ASSOCIATED WITH THE DISPUTE; THE PLEADINGS, OR THE CONTENT OF ANY PLEADINGS, OR EXHIBITS THERETO, FILED IN ANY ARBITRATION PROCEEDING; THE CONTENT OF ANY TESTIMONY OR OTHER EVIDENCE PRESENTED AT AN ARBITRATION HEARING OR OBTAINED THROUGH DISCOVERY IN AN ARBITRATION; THE TERMS OR AMOUNT OF ANY ARBITRATION AWARD; AND THE RULINGS OF THE ARBITRATOR ON ANY PROCEDURAL AND/OR SUBSTANTIVE ISSUES INVOLVED IN THE CASE.

THE PARTIES FURTHER AGREE THAT NO ARBITRATOR HAS THE AUTHORITY TO (1) AWARD RELIEF IN EXCESS OF WHAT THE P&P PROVIDE; (2) AWARD CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL, DIRECT DAMAGES; OR (3) ORDER CONSOLIDATION OR CLASS ARBITRATION, CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE POLICIES OR THE CONTRACT SHALL PREVENT DOTERRA FROM APPLYING TO AND OBTAINING FROM ANY COURT HAVING JURISDICTION A WRIT OF ATTACHMENT, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, RELIEF PURSUANT TO THE ONTARIO RULES OF CIVIL PROCEDURE OR OTHER EQUITABLE RELIEF TO SAFEGUARD AND PROTECT DOTERRA'S INTERESTS AND RIGHTS, INCLUDING WITHOUT LIMITATION, RIGHTS WITH RESPECT TO CONFIDENTIAL INFORMATION,

LOGOS, TRADEMARKS AND COPYRIGHTED MATERIALS AT ANY TIME PRIOR TO, DURING, OR FOLLOWING THE FILING OF ANY ARBITRATION PROCEEDING. NOTWITHSTANDING THE BROAD DELEGATION OF AUTHORITY TO AN ARBITRATOR HEREIN, A COURT MAY DETERMINE DOTERRA'S RIGHTS WITH RESPECT TO:

- a. A TRADE SECRET MISAPPROPRIATION;
- f. A TRADEMARK INFRINGEMENT;
- g. A COPYRIGHT INFRINGEMENT;
- h. BREACH OF THE CONFIDENTIAL INFORMATION PROVISIONS HEREIN.

THE INSTITUTION OF ANY ACTION FOR EQUITABLE RELIEF UNDER THIS PROVISION OR TO ENFORCE AN AWARD OR ORDER SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OR OBLIGATION OF ANY PARTY TO SUBMIT ALL CLAIMS TO ARBITRATION.

IF ANY WELLNESS ADVOCATE INITIATES LITIGATION OUTSIDE OF ARBITRATION IN VIOLATION OF THE PROVISIONS OF THIS SECTION, AND UPON DEMAND BY DOTERRA FAILS TO SUBMIT THE MATTER TO ARBITRATION, THE WELLNESS ADVOCATE SHALL BE LIABLE TO DOTERRA FOR ALL COSTS, EXPENSES, AND LEGAL FEES INCURRED IN COMPELLING ARBITRATION OF THE MATTER.

THIS SECTION SHALL INURE TO THE BENEFIT OF DOTERRA AND ALL OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, EMPLOYEES, ATTORNEYS, SUCCESSORS, AND ASSIGNS, ANY OF WHOM SHALL BE ENTITLED TO INVOKE OR SEEK ENFORCEMENT OF THESE PROVISIONS, AND SHALL COVER ALL CLAIMS ASSERTED AGAINST ANY OF THEM THAT ARISE OUT OF OR RELATE TO THE AGREEMENT.

TO THE EXTENT THIS ARBITRATION PROVISION OR ANY PORTION THEREOF IS DETERMINED TO BE IN VIOLATION OF OR UNENFORCEABLE TO ANY EXTENT UNDER ANY PROVINCIAL OR FEDERAL LAW, THE PARTIES AGREE THAT SUCH PROVISION OR PORTION IS SEVERABLE AND MAY BE REVISED TO BE CONSISTENT WITH APPLICABLE LAW AND TO EFFECTUATE TO THE MAXIMUM EXTENT POSSIBLE THE ORIGINAL TERMS AND INTENT OF THIS PROVISION.

Prior to initiating any arbitration as set out above, the parties shall use their best efforts to settle any claim, controversy, dispute, question, or disagreement and shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then either party can request a confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as a mediator. If the parties cannot agree on a mediator, the complaining party shall request a mediator be appointed by the ADR Chambers above. The mediation shall occur within thirty (30) days from the date on which the mediator is appointed. The mediator's fees and costs as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own legal fees, costs and individual expenses associated with conducting and attending the mediation.

Litigation and Claims

In order to protect dōTERRA, its assets, and its reputation from claims or disputes created by outside (non-Wellness Advocate) third parties, dōTERRA requires that if any Wellness Advocate is charged with any infringement of any proprietary right of any outside third party (who is not a Wellness Advocate) arising from any of dōTERRA's proprietary assets, or if the Wellness Advocate becomes the subject of any claim or suit related to that Wellness Advocate's business-related conduct or any other action that directly or indirectly negatively affects or puts dōTERRA, its reputation, or any of its tangible or intangible assets at risk, the affected Wellness Advocate shall immediately notify dōTERRA. dōTERRA may, at its own expense and upon reasonable notice, take whatever action it deems necessary (including, but not limited to, controlling any litigation or settlement discussion related thereto) to protect itself, its reputation, and its tangible and intangible property. The Wellness Advocate shall take no action related to that claim and suit, unless dōTERRA consents, which consent shall not unreasonably be withheld.

Governing Law, Jurisdiction, and Venue

The Agreement, its interpretation and enforcement, and all claims arising out of or relating to the Agreement, whether asserted in law or equity, contract-based, tort-based, or otherwise, and including substantive claims or defenses asserted within any arbitration proceeding, shall be governed by the laws of the Province of Ontario without regard to choice of law or conflicts of law principles. Procedural matters in any arbitration proceeding shall be governed by the ADR Chambers Arbitration Rules. Mandatory and exclusive jurisdiction and venue of any claim, dispute, matter, controversy, or action between dōTERRA and any Wellness Advocate that is not subject to arbitration shall be in the Superior Court of Ontario commenced in Toronto, Ontario to the exclusion of all other venues and forums, and Wellness Advocate's hereby waive any and all objections to such venue, including personal jurisdiction and forum non conveniens. The institution of an action or proceeding by a Wellness Advocate against dōTERRA in another venue or forum in violation of this provision shall be a material breach of the Agreement causing dōTERRA irreparable harm, and the Wellness Advocate's agree and stipulate that dōTERRA shall be entitled to temporary, preliminary, and permanent anti-suit injunctive relief to enforce this provision. Wellness Advocate's agree that notwithstanding any statute of limitation to the contrary, any claim or action a Wellness Advocate may wish to bring against dōTERRA for any act or omission relating to the Agreement 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. The Wellness Advocate's waive any and all claims or rights to have any other statute of limitation apply.

Severance

Any provision of the Agreement that is prohibited, judicially invalidated, or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of the prohibition, invalidation, or unenforceability in that jurisdiction, and only within that jurisdiction. Any prohibited, judicially invalidated, or unenforceable provision of the Agreement will not invalidate or render unenforceable any other provision of the Agreement, nor will that

provision of the Agreement be invalidated or rendered unenforceable in any other jurisdiction.

Force Majeure

The parties to the Agreement 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 public enemy.

Headings

The headings in the Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of the Agreement.

Notices

Unless otherwise provided in the Agreement, any notice or other communications requested or permitted to be given under the Agreement shall be in writing and shall be delivered personally, transmitted by facsimile or sent by first class, certified (or registered) or express mail, postage prepaid. Unless otherwise provided in the Agreement, notices shall be deemed given when delivered personally, or if transmitted by facsimile, one day after the date of that facsimile, or if mailed, five days after the date of mailing to the address of dōTERRA's headquarters or to the Wellness Advocate's address as provided on the Wellness Advocate Application and Agreement, unless notice of an address change has been received by dōTERRA. dōTERRA shall have the right, as an alternative method of notice under this Section, to use mailers, dōTERRA websites, or other normal channels of communications with Wellness Advocates.