

Policies and Procedures

政策和程序

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.

本 dōTERRA 政策和程序（“政策和程序”）已被纳入且成为健康倡导者申请和协议的条款和条件的一部分。本政策和程序、健康倡导者申请和协议、dōTERRA 补偿计划，以及若可行，企业申请附表，共同构成了 dōTERRA GH 爱尔兰有限公司（“dōTERRA”）和健康倡导者之间完整协议（“协议”）。协议或其任何一部分可能由 dōTERRA 有权随时自行决定修订。修订的通知将通过官方公司渠道发出。

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.

如果健康倡导者未能遵守本政策和程序或者任何提及的构成了 dōTERRA 与健康倡导者之间的协议的规定，dōTERRA 有权对该健康倡导者做出以下决定：终止健康倡导者的经销关系、使其无权介绍其他健康倡导者、无权获得奖金、不受 dōTERRA 的正式承认以及其他权利或特权的中止或终止。

SECTION 1. **Becoming a Wellness Advocate**

成为健康倡导者

Signing Up as a Wellness Advocate

注册成为一名健康倡导者

To become a dōTERRA Wellness Advocate, each applicant must:

成为一名 dōTERRA 的健康倡导者，每位申请人必须：

- a. Pay a non-refundable \$42.00 CAD application fee;
 支付 42.00 加拿大元的申请费（不可退）；
- b. Submit a properly completed Wellness Advocate Application and Agreement to dōTERRA;
 and
 向 dōTERRA 提交一份信息填写完整的健康倡导者申请和协议； 及

- c. Be at least 18 years old.
年龄 18 岁以上。

Acceptance or Rejection of Wellness Advocate Application and Agreement **健康倡导者申请的批准或拒绝**

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

dōTERRA 保留其自主决定权以批准或者拒绝已提交的健康倡导者申请或者在线注册申请。

Binding Effect of One Member of a Distributorship **经销关系中某一成员行为对其他成员的约束力**

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.

若一个或多个人员作为共同申请人身份成为经销关系中的一部分的，则一名人员的行为、出具的同意或者认可对整个经销关系具有约束力。

Duty to Maintain Accurate Wellness Advocate Application and Agreement Information **维护健康倡导者申请和协议信息准确义务**

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.

为帮助确保 dōTERRA 持有最新信息，健康倡导者必须告知 dōTERRA 其所提交表格和附件的修订。准备修订个人信息的，应提交一份新的健康倡导者申请表格或企业申请附表，并在顶部标明“已修订”字样。经销关系中的当事方应在将修改后的协议提交给 dōTERRA 前签署该协议。

Business Application Addendum **企业申请附表**

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.

法人团体、有限公司、合伙企业或者信托可通过提交企业申请附表、真实准确的设立文件的副本以及 dōTERRA 要求的其他相关文件成为 dōTERRA 的健康倡导者。健康倡导者申请和协议可由申请人授权的管理人员、代理人或者受托人签署。企业实体不可提交在线申请。

Agreement Term and Renewal

协议期限与协议续展

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.

协议期限自提交给 dōTERRA 之日起计一年。除非健康倡导者通知 dōTERRA 或 dōTERRA 终止协议，否则协议每年会自动续期。协议将在其每个年度的周年日自动续展。健康倡导者同意并授权 dōTERRA 在每个年度的周年日由 dōTERRA 从其提交申请中所载信用卡中自动收取 30.00 加拿大元以便与 dōTERRA 续展协议（“年度续展费”）。截止续展之日没有下线的健康倡导者将续展为自用会员。dōTERRA 可以选择将年度续展费添加到下一个产品订单中。年度续展费有利于 dōTERRA 向健康倡导者提供有关产品和服务、dōTERRA 计划、政策和规程以及相关事宜的必要支持材料和信息。年度续展费还包括由 dōTERRA 发出的所有直接邮递产生的费用。

Simultaneous Interests in Distributorships Prohibited

禁止同时在多个经销关系中享有权利

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.

健康倡导者不得同时在多个经销关系中享有受惠权益或同时成为多个经销关系的共同申请人。受惠权益包括但不限于任何所有权权益；任何现有或未来的利益、财务或其他方面的利益的任何权利；以自用价格购买的权利；获得表扬的权利；或与经销关系或自用会员账户相关的其他有形或无形利益。夫妻必须属于同一经销关系，且其不得同时处于多个经销关系中。企业实体所有人不得以企业名义拥有一份经销关系的同时又以企业实体所有人自身的名义或其他企业的名义拥有一份单独的经销关系。

Relationship Between Wellness Advocates and dōTERRA

健康倡导者与 dōTERRA 之间的独立关系

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.

健康倡导者是独立承包商而非 dōTERRA 的员工、代理人、合作伙伴、合资方、法定代表人或特许经营人。健康倡导者未被授权并且不会代表 dōTERRA 或以 dōTERRA 的名义招致任何债务、费用或义务、或开立任何支票账户。健康倡导者掌控他们运营 dōTERRA 业务的方式和方法，但须遵守协议。健康倡导者自行负责支付其所有费用，包括但不限于差旅费、食宿费、秘书费、办公费、长途电话费和其他费用。健康倡导者在任何方面，包括联邦级别、州级别或属地的税务，均不被视为 dōTERRA 的员工，且承认、同意 dōTERRA 不负责也不应预提税费或从奖金或佣金中扣除任何类型的税款，但依法预提该等税费的除外。健康倡导者同意依据适用的法律收取商品及服务税、合并销售税、魁北克省销售税以及省零售或销售税。

SECTION 2. Purchasing Products

采购产品

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.

欲成为 dōTERRA 的健康倡导者或消费者不一定要购买任何产品。禁止仅为获得奖金购买产品。健康倡导者购买的存货不得合理地超出预期在合理期限内他/她的业务需要的数量。dōTERRA 保留权利限制健康倡导者可采购的数量。此外，如 dōTERRA 发现奖金是

dōTERRA 认为的违反协议的销售所带来的，则 dōTERRA 保留权利收回已支付的奖金。

SECTION 3. Retail Sales Obligations

零售义务

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.

健康倡导者必须在销售时间内向客户提供两份完整的、dōTERRA 批准的省或区域内的零售销售收据的副本。

SECTION 4. Product Return Policy

退货政策

Returns on Products Within 30 Days

在 30 天内退还产品

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.

对于健康倡导者在从 dōTERRA 购买后三十（30）天内退还的当前可售产品，dōTERRA 将退还其百分之百（100%）的购价（加上 dōTERRA 依据法律可收回的商品及服务税/合并销售税，以及魁北克省销售税或省销售税（“可退还税”）），减去运输费。

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.

对于健康倡导者在从购买后三十（30）天内退还的当前不可售产品（定义如下），dōTERRA 将按其百分之百（100%）的购价（加上可退还税）提供产品积分，或退还其百分之九十（90%）的购价（加上可退还税），减去运输费。

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

在购买后三十一（31）天至九十（90）天期间退还产品

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.

从购买之日起三十一（31）天至九十（90）天期间，对于健康倡导者退还的当前可售产品，dōTERRA 将按其百分之百（100%）的购价提供产品积分或退还其百分之九十（90%）的购价（加上可退还税），减去运输费。

Returns From 91 Days to One Year After Purchase

在购买后九十一（91）天至一年期间退还产品

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).

从购买之日起 91 天至满十二（12）个月期间，对于健康倡导者退还的当前可售产品，dōTERRA 将按其 90%的购价提供产品积分或退还其 90%的购价（加上可退还税），减去运输费和已付奖金（不含限期供应的产品及已到期的产品）。

Currently Marketable

当前可售

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.

在满足以下所有因素的情况下，产品和促销样品应被视为当前可售：1）它们未被开封且未被使用；2）包装和标签未被修改或损坏；3）产品及包装所处的状态使得以全价出售商品属于业内商业上合理的行为；4）产品尚未到期；以及 5）产品含有当前的 dōTERRA 标签。如 dōTERRA 在购买前披露产品属于不受退还政策限制的季节性、已停产、限期供应或特别促销产品，则该等产品不应被视为当前可售。

Return of Damaged or Incorrectly Sent Products

破损或误发产品的退还

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.

如拟退还产品在被买方签收时已处于破损状态或属于误发产品，dōTERRA 将更换产品。该等产品必须在收到后十五（15）天内退还。只要可能，即应以未受损产品更换退还产品。但是，如更换产品不可行，dōTERRA 保留权利对被更换产品的金额提供积分。

Duty to Retain Sales Order Number

保留销售订单号码的义务

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.

dōTERRA 不接受无发票上原始销售订单号码的退还产品。退款时经要求必须向 dōTERRA 提供该号码。

Pack Returns

套装退还

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

做为一套套装或一整套产品的一部分的被购买的产品必须做为整套产品进行退还。

Refund Alternatives

退款方案

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.

dōTERRA 可自行酌情针对产品退还确定可接受的退款方案，包括但不限于如下方式：dōTERRA 公司积分、产品积分、银行支票、银行转帐或信用卡退单，详见本政策和程序规定。为清晰起见，除非退还的产品是用产品积分购买的或者健康倡导者特别要求退还产品积分，否则 dōTERRA 不提供产品积分。实际退款形式将基于当地市场的付款流程及原始付款形式。退款仅可支付给原始付款人。

Return Procedure

退货流程

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

为取得退还产品或促销样品的退款，健康倡导者必须遵守如下流程：

- 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.

在将货物退还给 dōTERRA 前必须获得退货批准。该等批准必须以电话或书面形式取得，且实际退还货物必须注明健康倡导者的编号。

- 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.

dōTERRA 将为健康倡导者提供与退还产品或促销样品有关的正确流程和地点。所有

退货的运输费用必须由健康倡导者支付。

- 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.

未经事先授权退还给 dōTERRA 的产品或促销样品将没有资格获取产品积分或退款，且将在由健康倡导者承担费用的前提下被退还给健康倡导者。

- 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.

不同司法管辖权的辖区法律规定的购回要求不同，因此本退货/退款流程将因司法管辖权的辖区而异。

- e. dōTERRA may charge a \$10 CAD fee for shipments that are refused at the point of delivery and returned to dōTERRA.

对于在交货地点被拒收并退还至 dōTERRA 的货物，dōTERRA 可收取 13 加拿大元的费用。

dōTERRA's Right to Recoup Unearned Bonuses

dōTERRA 收回未赚取的奖金的权利

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.

如产品被退还，dōTERRA 有权收回基于已退还产品的出售且已经支付的奖金。dōTERRA 可通过要求健康倡导者直接向 dōTERRA 付款的形式收回该等奖金，或者 dōTERRA 可从未来的奖金付款中扣除上述奖金金额。

Return of Personalized Sales Aids

个性化促销样品的退还

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.

个性化促销样品不可退还或退款，但存在印刷错误的个性化促销样品除外。必须按照产品退还政策在三十（30）天内退还该等促销样品。

Credit Card Charge Backs

信用卡退单

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

健康倡导者需根据 dōTERRA 的产品更换和退还政策退还产品，而不是进行信用卡退单。

SECTION 5. Product Claims

产品声明

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.

健康倡导者不得宣称产品有任何疗效，也不得将任何特定产品开为治疗任何特定疾病的处方，除非法律许可。健康倡导者应使用经批准的 dōTERRA 在加拿大的宣传资料上的疗效。

SECTION 6. Advertising

广告

Allowed Uses

允许的用途

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

在受使用条件以及现有政策和程序限制的前提下，允许健康倡导者于以下情况使用获准信息：

- The creation and use of Sales Aids.
制作及使用促销样品。
- The creation and use of a Computer or Telephone Based Media.
制作及使用基于电脑或电话的媒体。

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.

在受使用条件及现有政策和程序限制的前提下，经 dōTERRA 书面批准后，健康倡导者可于以下情况使用获准信息：用于服装和健康倡导者的名字中；用于楼房及标志；用于商品以及用于任何无特定类别的目的。

Conditions of Use

使用条件

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

获准信息的允许用途以如下条件为前提：

- 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.

品牌推广指南以及具体媒体指南：获准信息仅可根据 dōTERRA 网站上找到的健康倡导者经营所在地特定的具体媒体指南使用。

- 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.

语境及如实陈述：健康倡导者不得通过修饰语、附加措辞或其他内容在使用获准信息时断章取义、或暗示获准信息明确规定含义之外的含义。所有信息必须是真实及准确的。

- 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).

与 dōTERRA 产品有关的索赔和声明：健康倡导者不得使用且 dōTERRA 不支持使用违反联邦、州或当地法律（见第 5 节）的任何内容。

- 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.

变体、滑稽模仿词或缩略语：健康倡导者不得为任何目的使用获准信息的变体，包括同音词、外文对等词、滑稽模仿词或缩略语。

- e. **Disparaging or Offensive Use:** Wellness Advocates may not use Allowed Content in a disparaging, offensive, or injurious manner.

诽谤性或冒犯性的使用：健康倡导者不得以造成诽谤、冒犯或伤害的方式使用获准信息。

- 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.

最佳方式：必须采用有利于 dōTERRA 及其产品声誉的方式或语境以最佳方式展现所有获准信息。

- 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.

为第三方背书或向其赞助：健康倡导者对获准信息的使用不得暗示 dōTERRA 与任何第三方产品、服务、任何政治动机或问题存在关联，或公司背书、赞助或支持任何

第三方产品、服务、政治动机或问题。

Additional Advertising Provisions

其他广告规定

- Wellness Advocates may not answer the phone as “dōTERRA” or imply they represent dōTERRA or are more than a Wellness Advocate.

健康倡导者不得以“dōTERRA”的名义接听电话或暗示其代表 dōTERRA 或其不仅仅为健康倡导者。

- No advertising may imply that a job or position is available at dōTERRA.

任何广告不得暗示 dōTERRA 可提供工作机会或职位。

- No specific income may be promised.

不得承诺特定收入。

- All media inquiries must be immediately referred to the Director of Marketing Communications for dōTERRA.

所有媒体询问必须立即提交至 dōTERRA 市场信息总监处理。

- 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.

未经 dōTERRA 授权管理人员事先书面批准，不得就协议向新闻媒体或一般公众做出新闻发布。

- 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.

经要求时，任何促销样品或健康倡导者准备的、责令他人准备、或传播的，同时包含任何 dōTERRA 知识产权或内容的其他素材必须立即向 dōTERRA 提供。健康倡导者必须保留一份其传播的所有促销样品或其他广告材料，保留期限为最后一次传播之日起的 7 年。

- 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.

健康倡导者同意 dōTERRA 及其承继人、受让人、员工和代理免于承担因为或由于创造及使用他人或 dōTERRA 的知识产权所产生的任何及所有责任、金钱赔偿、索赔及/或要求，包括因诽谤或虚假陈述提出的任何索赔。

SECTION 7. Computer or Telephone Based Media

基于电脑及电话的媒

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.

基于电脑及电话的媒体包括基于计算机的系统的内容传输，包括但不限于电子邮件、博客、社交媒体或者网站传输；以及基于电话或手机的传输。

Headers and Titles

抬头及标题

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.

dōTERRA 名称不得适用于基于电脑或电话的媒体的任何标题、小标题或抬头，除非把“健康倡导者”字样置于标题或抬头同一行或正下方。“健康倡导者”字体的大小必须至少为标题、小标题或抬头字体高度的一半，且颜色和字形必须和标题或抬头一样清晰可见。

Websites

网站

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.

所有希望使用显示 dōTERRA 的静态网站的 dōTERRA 健康倡导者仅可使用 dōTERRA 批准的附属站点及认证的网站并遵守最低价格广告政策（MAP）。若需设立您的 dōTERRA 附属站点，请登录 www.mydoterra.com 并点击“我的网页”选项，并根据说明定制您的网站。获得认证网站需要单独的许可协议。需申请 dōTERRA 批准的认证网站请登录

<http://doterracertifiedsite.com/registration> 并提交必要的信息。申请 dōTERRA 认证网站后您的网站将被审批。未经公司明确书面批准的，（公司可自行决定批准与否）认证网站将不被允许。健康倡导者不得于其他独立网站使用或展示 dōTERRA 商标或商业外观（dōTERRA 名称、图片及标识、产品名称或图片等）。可链接至 dōTERRA 公司官方网站的互联网站点仅可是 dōTERRA 附属站点。其他网站不可链接至任何提及 dōTERRA、dōTERRA 产品或管理人员的网站。

Disclaimer

免责声明

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.

每一基于电脑或电话的媒体应清晰注明其作者并非 dōTERRA 或其任何关联公司且使用该等基于电脑或电话的媒体的健康倡导者承担与内容有关的所有责任。

Domain Names

网域名称

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.

未经 dōTERRA 自行斟酌给予明确书面同意，健康倡导者不得将 dōTERRA 知识产权用于网域名称。进行该等使用还必需一份 dōTERRA 签署的书面使用协议。不被接受的使用范例有：“dōTERRA.com” “dōTERRAcompany.com” “dōTERRAcorporate.com” 等。健康倡导者应咨询当地市场的具体媒体指南。

URLs

统一资源定位符

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

所有电脑网站的统一资源定位符必须包含“健康倡导者”字样。

Privacy Policy Language

隐私政策规定

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).

健康倡导者必须施行书面隐私政策以保护从网站收集的任何信息不被任何人出售或使用。该隐私政策规定必须遵守健康倡导者营业所在地的法律，包括但不限于联邦个人信息保护和电子文件法以及加拿大反垃圾邮件法（CASL）。

Spam Prohibition

禁止散布垃圾邮件

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.

健康倡导者不可散布垃圾电子邮件。加拿大已实施反垃圾邮件法（CASL），该法律禁止健康倡导者向未同意接收商业电子信息（包括邮件和短信）的人员发送商业电子信息，规定如下。发送垃圾电子邮件包括但不限于下列各项：（1）从健康倡导者账户向线上使用者发送其未主动索取的商业电子信息，包括含有任何电子邮箱或网址或其他商业信息的电邮信息或短信；（2）在与健康倡导者的产品无关的新闻群组张贴含有健康倡导者服务地址或其他商业信息的信息；（3）在任何商业电子信息、电邮或张贴有健康倡导者服务地址或其他商业信息的新闻群组中捏造不实的“信息来源”，造成信息来自 dōTERRA 或其健康倡导者网络的印象；（4）向不属于健康倡导者组织或健康倡导者先前未曾与其建立商业或个人关系的人群发送其未主动索取的商业电子信息、电邮或短信，定义见下文。所有有关 dōTERRA 的电邮传播只能发送给健康倡导者组织中的健康倡导者。电邮不得含有任何不实陈述、收入保证或证词。

Express Consent

明确同意

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.

当健康倡导者需要征求发送商业电子信息（如电子邮件或短信）的同意时，加拿大反垃圾邮件法要求披露以下信息：i) 需求的目的（如发送商业电子信息）；ii) 征求同意的人员/实体的名称，若不同时，则披露被他人代表以征求同意的人员/实体的名称以及代表该方征求同意的一方；iii) 上述人员之一的邮寄地址以及一个或多个电话号码、电子邮箱地址或网站地址；以及 iv) 该同意可能会被撤回。明确同意必须是通过同意发出者主动发出的，不可推定其同意。

Implied Consent

默示同意

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).

在加拿大反垃圾邮件法下，默示同意存在于“存续的商业关系”中。“存续的商业关系”系法律中的规定术语，并且受法定期限限制。该关系仅存在于以下情况中 i) 信息的接收者在接收该信息前两年内从发送该信息（或促使该信息发送）的人员处采购；ii) 信息的接收者在接收该信息前两年内从发送该信息（或促使该信息发送）的人员处接受了一个商业或投资机会；iii) 信息的接收者与发送该信息（或促使该信息发送）的人员之间有一份书面协议，该协议与上述 i) 和 ii) 所列事项不相关且至今有效，亦或是该信息往来发生在该书面协议失效后的两年内；或 iv) 信息的接收者在接收该信息前 6 个月内向发送该信息（或促使该信息发送）的人员询问或申请采购或商业机会。加拿大反垃圾邮件法同样允许向与健康倡导者有“家庭关系”（该关系定义为有自愿双向沟通的婚姻关系、同居伴侣关系或合法父母/孩子关系），或“个人关系”（该关系定义为有自愿双向沟通的合理基于共享利益、经历和意见、沟通频率的关系）的人员发送商业电子信息。

Message Content

信息内容

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 of 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.

在加拿大反垃圾邮件法下，所有商业电子信息必须包括 i) 信息发送者经营业务使用的名称，若不同时，被他人代表发送信息的人员经营业务使用的名称；ii) 信息发送者或被他人代表发送信息的人员的有效“物理”邮寄地址；iii) 信息发送者或被他人代表发送信息的人员的一个或多个电子邮箱地址、电话号码或网站地址；以及 iv) 应用与信息发送相同电子技术的、且注明可以接收退订请求的电子地址或网页链接的信息退订机制。

Telephone and Fax Communications

电话与传真沟通

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*.

由加拿大广播电视及通讯委员会实施的 *未经请求的电讯规则* 将电话推销定义为以招徕为目的的电讯。该定义适用于未被许可的商业电话来电以及传真信息。电话推销员应在加拿大谢绝来电列表处登记，支付会员费，并且满足特定的披露以及记录保留要求。健康倡导者对其遵守未经许可电讯规则全权负责。

SECTION 8. Use of dōTERRA Intellectual Property

使用 dōTERRA 的知识产权

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.

dōTERRA 知识产权，包括其商标、服务标记、商品名称、商业外观及其出版物的内容，系宝贵的财产。通过使用 dōTERRA 知识产权，健康倡导者同意并确认 dōTERRA 知识产权具有巨大的价值及商誉，并确认 dōTERRA 享有对该等产权的所有权利且与该等产权有关的商誉仅属于 dōTERRA。此外，健康倡导者确认该等知识产权在公众心目中具有引申含义。知识产权受联邦、省及国际版权及商标法律及其他专属权利的保护。该类权利无论以何种形式（包括当前现有或今后开发的媒体或技术）呈现均受保护。

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.

dōTERRA 批准促销样品及其官方网站上的内容，包括文本、绘图、标识、音频剪辑、音乐、歌词、视频、照片、软件及其他信息均属于 dōTERRA 及/或其关联公司或合作伙伴的财产，或是由第三方许可 dōTERRA 使用的。由于 dōTERRA 并未拥有所有该等内容，dōTERRA 将不会许可健康倡导者使用其并未拥有的内容。因此，在使用 dōTERRA 知识产权及内容时，健康倡导者同意仅使用本政策和程序中明确限定及批准的获准信息。

Proper Use of Trademarks

对商标的适当使用

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.”

健康倡导者必须适当使用如下 dōTERRA 知识产权：商标作为形容词修饰名词；名词为产品或服务的一般名称。商标作为形容词时不得采用复数或所有格形式。正确的用法：“你应该购买两个 Zendocrine 瓶子” 非正确用法：“你应该购买两个 Zendocrines”。

Use of Allowed Content Within Canada

在加拿大境内使用获准信息

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.

在将仅于加拿大传播的信息上，在首次出现 dōTERRA 知识产权处，健康倡导者必须使用适当的商标或版权符号（TM/SM, ®/MD, ©）。

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.

健康倡导者必须参照并使用商标或版权的正确拼写，且参照并使用商标采用的通用术语。一般而言，符号出现在商标右肩处，但也可能存在例外情形。

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:

健康倡导者必须在健康倡导者促销样品、个人网站或社交媒体的版权通知部分注明 dōTERRA 的获准信息归 dōTERRA 所有。就商标而言，以下为加拿大正确的格式：

- 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
- 在加拿大的注册商标：_____ 是 dōTERRA 控股有限公司的注册商标
- 在加拿大的非注册商标：_____ 是 dōTERRA 控股有限公司的商标

Use of Allowed Content Outside Canada

在加拿大境外使用获准信息

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

健康倡导者不得在将于加拿大境外传播的产品宣传上使用商标符号。

Acknowledgment of Rights

权利的确认及保护

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.

健康倡导者同意所有获准信息归 dōTERRA 独家所有或被许可给 dōTERRA。除了协议授予的在协议期限内的有限权利外，健康倡导者确认，dōTERRA 特此为所有目的保留对知识产权所享有的所有法定权利、实益所有权及所有权利及与之相关的全部知识产权。健康倡导者同意在 dōTERRA 要求时协助 dōTERRA 保护 dōTERRA 对知识产权享有的权利。

Agreement to Protect

同意保护

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.

健康倡导者同意在必要范围内协助 dōTERRA 获得对获准信息进行的任何保护或同意保护

dōTERRA 对获准信息享有的任何权利。

Assignments

转让

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.

健康倡导者同意，协议的任何规定不应被解释为向健康倡导者转让或授予了获准信息的任何权利、所有权或权益。各方理解与之有关的所有权利均由 dōTERRA 保留，除协议中明确规定的获准信息的使用权除外。健康倡导者同意，在协议终止或到期时，健康倡导者将被视为已向 dōTERRA 授予、转让或出让了根据本政策和程序中包含的任何规定健康倡导者已经获得的或者健康倡导者已经被授予的 dōTERRA 知识产权的任何商标权、产权、商誉、所有权或其他权利，而且健康倡导者将签署 dōTERRA 要求的任何文件以完成或确认以上各项。除了协议中的互相承诺及对价，任何该等授予、转让或出让应没有其他对价。

Termination

终止

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

健康倡导者不得终止本节授予 dōTERRA 的权利。

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:

若健康倡导者从事以下任何事宜，dōTERRA 可在即刻通知的情况下立刻终止本节授予健康倡导者的权利，且不提供补救机会：

- a. File a petition in bankruptcy or a petition to take advantage of any insolvency act;
提交破产申请或利用任何破产法的申请；
- b. commit any act of dishonesty;
进行了任何不诚实的行为；
- 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;

未能或拒绝履行协议或健康倡导者与 dōTERRA 或其关联公司达成的其他协议下的任何其他义务；

- 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

作出有关取得本政策和程序中授予的权利的任何不实陈述，或者从事对 dōTERRA 或 dōTERRA 事业的经营及声誉有不良影响的行为；或

- e. be convicted of a felony or any other criminal misconduct which is relevant to the Agreement.

被判犯有重罪或者进行了与协议有关的任何其他犯罪行为。

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.

如果因任何原因终止本许可，健康倡导者应立即停止使用所有获准信息并且此后不应使用与之类似的任何知识产权、标记或商品名称。根据本第 8 节规定终止许可不会影响 dōTERRA 另行针对健康倡导者可享有的任何权利。

Rights are Personal

权利系个人的

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.

本章节下的权利及义务对健康倡导者而言是个人的，且未经 dōTERRA 书面同意（dōTERRA 可自行决定授予或拒绝该等同意），该等权利和义务不应由健康倡导者或通过法律手段进行转让、抵押、再许可或者另行设立产权负担。

Remedies

救济

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:

每位健康倡导者确认并同意遵守第 8 节规定对于保护 dōTERRA 的商誉和其他专有权益而言是必要的。因此，健康倡导者同意如果违反第 8 节规定：

- a. dōTERRA shall be entitled to injunctive relief and/or specific performance;

公司应有权获得禁令救济及/或特定履行；

- b. the Wellness Advocate shall not oppose such relief on the grounds that there is an adequate remedy at law; and

健康倡导者不得以存在充足法律救济为由反对该等救济；及

- 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.

健康倡导者进一步约定并同意对本规则的任何违反将对 dōTERRA 带来直接且不可弥补的损害、对 dōTERRA 造成的损害超出健康倡导者获得的任何利益、以及除任何其他可获得的救济外，公司应有权获得直接、临时、初步及长期的禁令救济，且该等救济无需缴纳禁令保证金、以及该等禁令救济可将本限制规定的终止后期限延长一（1）年，起算日期为对本条规定的最后一次违反之日。本第 8 节规定在协议终止后保持有效。本条中无任何内容表示 dōTERRA 放弃针对使用其保密信息或其他违反协议的行为可获得的任何其他权利及救济。

SECTION 9. Retail and Service Establishment Sales

零售和机构内推销

Retail Store Policy

零售商店政策

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.

经 dōTERRA 书面批准，健康倡导者可通过零售店，如健康食品店、杂货店或其他类似场所销售产品及/或宣传 dōTERRA 事业机会，但 dōTERRA 自行决定其规模足以被视为是省级的、区域性的、州级的、地域性的或全国性的连锁店的店面或场所除外。

Online Sales

在线销售

Wellness Advocates may not sell dōTERRA products through online auctions or mall sites, including but not limited to Walmart.com, Taobao.com, Alibaba, Tmall.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.

除经公司书面批准外，健康倡导者不得通过在线拍卖行或商城网站，包括但不限于沃尔玛、淘宝、阿里巴巴、天猫、腾讯平台、雅虎、易趣或亚马逊销售 dōTERRA 产品。健康倡导者可向公司提交完整的在线拍卖行/商城申请以获得授权。联系你的账号管理员获得一份申请副本。健康倡导者接受公司对此批准的条款和条件及收到公司书面同意后，可在指定的商城网站上销售其 dōTERRA 产品。健康倡导者可同时于 dōTERRA 的附属站点及认证网站销售 dōTERRA 产品。从套装及包装中分离的产品不可通过在线途径销售。健康倡导者同意公司可实施最低广告价格（MAP）政策且使用供货商以监控是否符合 MAP 的规定。

Service Establishments

机构

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.

健康倡导者可通过与提供产品有关的机构销售产品。例如，可通过医生或其他医疗保健专家的办公地点、保健俱乐部、水疗院及健身房出售 dōTERRA 产品。

Suitability

适宜性

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.

dōTERRA 保留对某场所是否适宜作为出售产品的场所自行作出最终决定的权利。dōTERRA 在某特殊情况下授予许可的，并未放弃其在任何及所有其他情况下执行本政策的权利。

SECTION 10. Trade Show Policy

展销会政策

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:

如果健康倡导者想要展示、宣传及销售 dōTERRA 产品和获得展销会相关的机会，健康倡导者可在商会或展会（“展会”）上租用展位或举办展览，但需取得 dōTERRA 对展会做出的书面批准且健康倡导者须遵守以下规定：

- 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.

填写并向 dōTERRA 提交活动提案表。该表可在在线 dōTERRA 虚拟办公室获取。为了获得展位及取得排他权，dōTERRA 必须在举办展览前至少四周收到请求准许参加的表格。dōTERRA 保留每次展览仅允许一个参展单位代表 dōTERRA 和产品的权利。在展销会参展单位上仅可提供 dōTERRA 产品及/或机会。仅可展示或传播 dōTERRA 制作的推广材料。必须购买 dōTERRA 制作的健康倡导者横幅并将之展示在展位上。dōTERRA 可自行决定授予排他权。

- 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.

健康倡导者不得在任何形式的广告或宣传资料中提及 dōTERRA 以暗示 dōTERRA 为展会的参展单位。相反，任何经 dōTERRA 批准的广告或宣传资料必须明确说明健康倡导者是 dōTERRA 的健康倡导者，包括展会主办方编制的任何地图或清单

- c. The Wellness Advocate will not make any earnings representations of any kind.

健康倡导者不得做出任何类型收入的陈述。

- 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.

除健康倡导者可能参与的 dōTERRA 事业外，健康倡导者不得利用展会推广任何与 dōTERRA 无关的产品、服务或事业机会。

- 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.

在展会期间，健康倡导者自身必须遵守政策与程序且对下列事项负责：（i）展会期间在展位工作的各个人员的行为，（ii）展会上传播的所有资料以及（iii）参展

的所有其他事宜。

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.

除了政策与程序中规定的其他救济外，dōTERRA 有权因参展过程中违反政策的任何行为而拒绝再次参展。

SECTION 11. Payment of Taxes

税费支付

Income Tax

所得税

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.

健康倡导者独自承担因申报和支付与担任 dōTERRA 健康倡导者的收入相关的所有当地的、省级的、区域性的、联邦的以及其他税，包括货币及非货币赔偿。dōTERRA 不会代表健康倡导者扣留或支付任何所得税、加拿大退休金计划（CPP）或就业保险或获取工人的职工赔偿保险。

GST/HST, QST and PST

商品及销售税/合并销售税，魁北克省销售税以及省销售税

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.

dōTERRA 会根据适用法律要求收取商品及销售税/合并销售税以及魁北克省销售税或省销售税，但若健康倡导者作出有效的免税要求，dōTERRA 不会收取省销售税，在此情况下，健康倡导者同意就 dōTERRA 或健康倡导者未能收取或缴纳省销售税而引起的责任且赔偿 dōTERRA 使其免于赔偿责任。

SECTION 12. Product Liability Claims

产品责任声明

Indemnification of Wellness Advocates

健康倡导者的赔偿

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.

受限于本条局限性，dōTERRA 应为健康倡导者收到的第三方声称因使用产品或瑕疵产品受伤而发出的索赔进行辩护。健康倡导者必须在第三方索赔人声称受伤的信件或其他通知当日起 10 天内立即书面通知 dōTERRA 任何该索赔。若未通知 dōTERRA，dōTERRA 关于该索赔的义务将减轻。健康倡导者必须允许 dōTERRA 对该索赔的辩护拥有唯一且绝对决定权，且允许 dōTERRA 使用和选择法律顾问作为 dōTERRA 为索赔作辩护的义务的前提。

Exceptions

例外

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

若发生以下情况，dōTERRA 无须承担赔偿责任健康倡导者的义务：

- a. the Wellness Advocate has not complied with the Agreement respecting obligations and limitations covering the distribution and/or sale of the products; or
健康倡导者没有遵守协议关于对产品经销和/或销售的义务和限制；或
- 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,
健康倡导者重新包装、变更或不恰当使用产品；或对产品的使用、安全、功效、好处或后果作出或给出与批准的 dōTERRA 说明文件不符的宣称或指导或建议；或，
- c. the Wellness Advocate settles or attempts to settle a claim without dōTERRA's written approval.

未取得 dōTERRA 书面批准，健康倡导者解决或试图解决索赔。

SECTION 13. Authorized Use of Confidential Information

经授权使用健康倡导者信息

Wellness Advocate Lists and other Confidential Information

健康倡导者名单以及其他保密信息

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.

健康倡导者名单及因其产生的所有联系方式（统称为“名单”）以及与 dōTERRA 商业或技术事务有任何关联的任何信息，包括但不限于任何 dōTERRA 商业机密、运营或商业信息、过程、流程、设计、图片、视频、规格、手册或其他材料，无论是否已口头、视觉上或书面披露或从检查中收集，以及无论是否标记为保密（以下与名单统称为“保密信息”）是 dōTERRA 的财产。公司已耗费大量时间、精力及金钱来取得、编辑、整理该保密信息且目前维护该保密信息。该保密信息构成 dōTERRA 具有商业优势的资产和商业秘密。dōTERRA 明确保留披露和使用保密信息的权利且 dōTERRA 可自行决定拒绝予以披露。健康倡导者承认，保密信息的所有权利系 dōTERRA 的专属财产。除非协议明确列明外，否则关于保密信息的任何利益、许可或任何权利都不授予健康倡导者。健康倡导者不得许可、售卖、转让、提供全部或任何部分保密信息给第三方或使第三方可接触全部或任何部分保密信息或为了第三方的利益而使用全部或任何部分保密信息，或者将保密信息用于协议载明的目的之外的任何目的，并且不得直接或间接使用任何保密信息与 dōTERRA 或其业务竞争。健康倡导者应高度保密保密信息。健康倡导者应立即书面通知 dōTERRA 任何对 dōTERRA 保密信息的无授权或非法的披露、泄露、通信或使用。应 dōTERRA 要求，健康倡导者应立即归还给 dōTERRA 或销毁 dōTERRA 拥有并控制的保密信息以及所有任何形式的保密信息的副本。协议的义务在销毁和归还保密信息后持续有效并且适用于仍为保密的信息。

Confidentiality of Lists

名单的保密性

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.

得以接触名单或任何其他保密信息健康倡导者同意，名单系 dōTERRA 专有的保密信息且任何对名单或因名单产生的联系方式，或任何保密信息的使用，除非仅为了促进与协议相关的 dōTERRA 的业务，都系明令禁止的。任何材料每次提及 dōTERRA 或其计划时必须经 dōTERRA 事先书面同意。

Specific Lists

特定名单

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.

dōTERRA 向健康倡导者（用于名单时称“接收人”）提供一份特别编制的名单。所提供的每份该名单仅包含匹配接收人级别及他或她下线组织的信息。更确切地说，每一份特别编制的名单系 dōTERRA 的保密信息。

Limitations on Use

使用限制

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.

该等名单仅提供给接受人用于进行下线组织的培训、支援及服务，仅为了促进根据协议开展的与 dōTERRA 相关的业务。

Lists Belong to dōTERRA

名单属于 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:

该等名单在任何时候均为 dōTERRA 的保密信息和专属财产，dōTERRA 可在任何时候全权自行决定收回及占有名单。因此，每位健康倡导者同意：

- 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;

对任何名单或其中任何部分或任何其他保密信息进行保密且不会将其向任何第三人员披露，包括但不限于现有健康倡导者、竞争对手及公众；

- 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;

仅为了促进根据协议开展的健康倡导者的与 dōTERRA 相关的业务而使用名单及任何其他保密信息。名单和任何其他保密信息不得用于确认 dōTERRA 健康倡导者以及招揽 dōTERRA 健康倡导者参加其他商业机会和活动或用于任何其他目的；

- 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

本政策和程序明确授权范围之外或为了任何第三方的利益的任何使用或披露名单或任何其他保密信息均构成接收人滥用、盗用及违反接收人的授权协议，将对 dōTERRA 造成无法弥补的损害；以及

- 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.

在违反本节规定时，接收人同意将禁令救济作为适当的救济，依照使用的国家或地方法律禁止其不当的使用行为，并在 dōTERRA 要求时立即将先前向接收人提供的所有名单及任何其他保密信息归还并返还给 dōTERRA，且本条款下的义务将在接收人合同终止后持续有效。

dōTERRA Remedies for Violation

dōTERRA 针对违约可获得的救济

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:

dōTERRA 有权依照适用法律寻求所有可行的救济以保护其对保密信息的权利。未寻求任何可行的救济不构成对该等权利的放弃。每位健康倡导者确认并同意遵守本节规定对于保护 dōTERRA 的商誉和其他专有权益而言是必要的。因此，每位健康倡导者同意如果违反本节规定：

- a. dōTERRA shall be entitled to injunctive relief and/or specific performance;
dōTERRA 应有权获得禁令救济及/或特定履行；
- b. it shall not oppose such relief on the grounds that there is an adequate remedy at law;
and
健康倡导者不得以存在充足法律救济为由反对该等救济； 及
- 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.

对本节的任何违反将对 dōTERRA 带来直接且不可弥补的损害，任何损害赔偿都不足以弥补该损害；对 dōTERRA 造成的损害超出健康倡导者获得的任何利益；除任何其他可获得的救济外，dōTERRA 应有权获得直接、临时及长期的禁令救济，且该等救济无须缴纳禁令保证金；该禁令救济可将本限制规定的终止后期限延长一（1）年，起算日期为对本条规定的最后一次违犯之日。本条规定在 dōTERRA 终止后保持有效。本条中无任何内容表示 dōTERRA 放弃针对使用其保密信息或其他违反协议的行为可获得的任何其他权利及救济。

SECTION 14. Limitation of Liability

有限责任

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:

除本政策和程序规定之外，dōTERRA 未对本政策手册中提供的 dōTERRA 产品或其状况、适销性、任何特定用途的适用性、健康倡导者的使用方法做出任何明示或暗示的声明或保证。dōTERRA 对下列事项概不负责：

- 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;

因施用或使用产品而产生的与之有关的任何特殊、间接、偶发、惩罚或衍生性损失、包括但不限于因收入或利润损失而产生的损失、未能实现成本节省或其他效益、设备损害以及任何第三人对健康倡导者提出的索赔，即使 dōTERRA 已被事先告知该等损失的可能性；

- 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

公司因其无法合理控制的原因迟延或无法履行协议义务所造成的损失（不论属于何种性质）；或

- 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.

在被指控的违反行为发生超过 2 年后成为针对 dōTERRA 提起的诉讼对象的索赔。即使协议有其他的规定，dōTERRA 依据本政策和程序承担的责任总计不得超过其根据协议条款实际获得的金额。

SECTION 15. Disciplinary Actions

违纪惩罚

Rights Conditioned Upon Performance

以履约为条件的权利

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.

健康倡导者必须持续履行协议条款以享受协议赋予的权利。健康倡导者未能履行协议规定的义务时，其权利将随之停止。dōTERRA 可完全或部分不追究健康倡导者不履行协议的责任，但不放弃协议赋予其的权利及救济。

Possible Disciplinary Actions

可能采取的违纪惩罚

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:

若健康倡导者违反协议的任何条款及条件或从事任何违法、欺诈、欺骗或不道德的商业行为，dōTERRA 可自行决定采取任何其认为适当的违纪惩罚。可能的违纪惩罚如下：

- a. Issue an oral and/or written warning or admonition to the Wellness Advocate;
向健康倡导者发出口头及/或书面警告或告诫；
- b. Closely monitor the conduct of the Wellness Advocate over a specified period of time to ensure performance of the contractual duties;
在特定期间密切监督健康倡导者的行为以确保健康倡导者履行合同义务；
- 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;
要求健康倡导者向 dōTERRA 额外保证日后其将遵守协议。保证内容可包括要求健康倡导者采取某些行动以减轻或纠正不履约的行为；
- 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;
拒绝给予或暂停 dōTERRA 不时授予的特权，或停止履行 dōTERRA 在合同下的义务，包括但不限于奖励、于公司活动或公司文件中进行表扬、参与 dōTERRA 资助的活动、订购产品、根据补偿计划获得晋升、了解 dōTERRA 信息及系谱、或健康倡导者参加 dōTERRA 其他计划或机会；
- 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;
中止或限制向健康倡导者或健康倡导者组织支付销售产生的全部或部分奖金；
- f. Impose a fine, which may be imposed immediately or withheld from future Bonus or commission cheques;
罚款，可立即收取或从日后的奖金或佣金支票扣取；
- g. Reassign all or part of the Wellness Advocate's Organization;
全面或部分重新分配健康倡导者的组织；
- h. Adjust the Wellness Advocate's Wellness Advocate status;
调整健康倡导者的地位
- i. Suspend the Wellness Advocate, which may result in termination or reinstatement with

conditions or restrictions;

中止健康倡导者的权利，这可能导致权利终止或有条件或有限制的复职；

- j. Terminate the Distributorship of the Wellness Advocate; or

终止与健康倡导者的经销关系；或

- k. Seek injunctive relief or other remedies available by law.

寻求禁令救济或其他可用的法律救济。

Investigation

调查

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

dōTERRA 调查被指控的违反协议的行为时，将采取下列程序：

- 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.

dōTERRA 将就协议的违反行为口头通知及/或书面通知健康倡导者。每位健康倡导者同意其与 dōTERRA 的关系仅为合同关系。因此，若健康倡导者宣称双方关系为准合同关系、为因任何持续的作为或做法默示产生的、或来自 dōTERRA 员工违反协议规定的口头授权，或另行事实上默示的，dōTERRA 不接受也不考虑该健康倡导者的说法。

- 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.

dōTERRA 一旦发出书面通知，自通知发出后的十个工作日内，健康倡导者可就 dōTERRA 正在调查的事件提出所有相关信息供 dōTERRA 审核。dōTERRA 有权自通知发出后，禁止健康倡导者的经销活动（例如下订单、推荐、修改健康倡导者信息、领取奖金等），直到 dōTERRA 做出最后裁定为止。

- 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.

根据通过周边途径及 dōTERRA 对收集的陈述或事实展开调查取得的信息及在答复期间向 dōTERRA 提交的咨询，dōTERRA 将最终决定适当的救济，其中可能包括终止与健康倡导者的协议。dōTERRA 将及时通知健康倡导者该决定。任何救济均于 dōTERRA 发出决定通知当日起生效。

Request for Termination

要求终止

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.

经向 dōTERRA 提交终止协议的书面意向通知，健康倡导者可以随时因任何理由要求终止协议。对于达到尊爵或以下头衔职级的健康倡导者，该健康倡导者在其经销关系被终止后必须等待六个月（自最后活动当天起算）才可再次注册成为健康倡导者。对于达到银级或以上头衔职级的健康倡导者，则需等待十二个月才可再次注册成为 dōTERRA 的健康倡导者。对信息或健康倡导者网络的保密义务（包括但不限于第 8 节及第 13 节所述的义务）在协议终止后将持续有效。

Voluntary Termination

自愿终止

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.

当经销关系被自愿终止，账户将自最终活动日起暂停十二个月，之后账户将实际终止并从系谱上去除。即，暂停的账户会一直存留在系谱上，直至 dōTERRA 实际终止账户为止；暂停期间无下线“晋升”的问题。由于 dōTERRA 补偿计划的晋级规定，业绩积存将越过暂停的健康倡导者以累积最高的奖金。

Termination for Convenience

为方便而终止

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.

dōTERRA 有权自行决定为了方便随时通过提前三十（30）天书面通知终止协议。在书面通知通过邮寄、电子邮件、传真或快递送至健康倡导者最后已知的地址、电子邮箱地址或传真号码或他/她的律师当日或健康倡导者收到实际终止通知之时（取较先发生者），通知生效。dōTERRA 无须就终止与 dōTERRA 的协议给出任何理由或证明任何动因。若 dōTERRA 与任何健康倡导者的协议终止后，健康倡导者不得向 dōTERRA、dōTERRA 的关联公司或每一个关联公司的管理人员、董事、代理、雇员、雇工和代表索赔，也不得有任何权利索赔或收取损失的利润、机遇或任何其他赔偿金。终止将导致协议下所有利益的丢失。本政策和程序的条款适用于任何及全部的成文法索赔以及普通法索赔，包括但不限于有权获得合约关系终止的合理通知。

Inactivity

不活跃

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

若经销关系不活跃，或未支付年度续展费用，dōTERRA 可终止该经销关系。

Co-applicant Binds Distributorship

共同申请人影响经销关系

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.

经销关系中的任何会员或共同申请人或健康倡导者的夫妻一方或合伙人的行为可对经销关系造成影响，且该行为导致的任何必要救济（包括终止协议）概括性适用于该经销关系。

Time Limitation on Claims Made

提出索赔的时限

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.

如果未在任何违反协议条款及条件的行为发生后两年内通知 dōTERRA 注意该等行为，dōTERRA 将不对被指控的该等违反行为进行审核。未能在两年期限内通知 dōTERRA 的，dōTERRA 将不予追究以免过时索赔妨碍经销关系后续的商业活动。所有违约行为的举报都应书面形式作出且发送至 dōTERRA 的法律部门。

Action Against a Wellness Advocate

对健康倡导者的诉讼

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.

如果 dōTERRA 认为健康倡导者的行为或其经销关系中任何会员的行为对 dōTERRA 或经销关系的健康或声誉有害、有破坏性或有损害，dōTERRA 可按本政策和程序第 15 节或协议其他的内容自行决定对健康倡导者提出诉讼。

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

安置政策、换线及禁止跨线招募

Initial Placement

初步安置

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.

介绍新的健康倡导者时，新健康倡导者的介绍人可将其安置在介绍人组织的任何地方。

Placement Changes Within 14 Days of Signup

注册后十四天内变更安置

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.

新健康倡导者在 dōTERRA 注册后 14 天内，经 dōTERRA 批准后，介绍人可将新健康倡导者调至介绍人组织任何地方（即不得调至健康倡导者介绍人组织之外）一次。

Placement Changes After 14 Days

十四天之后变更安置

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.

在上述期限过后，新的健康倡导者获得最终安置，且 dōTERRA 通常不会批准将新的健康倡导者安置到组织其他地方的请求。

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:

安置变更不常发生，且必须获得公司例外情形委员会的特别书面批准。在批准安置变更前，dōTERRA 将考虑包括以下在内的各项因素：

- Whether the Wellness Advocate to be moved has not been active for at least six months (twelve months if Silver Rank or higher),
拟调配的健康倡导者是否至少有六个月处于不活跃状态（如为银级或更高头衔，则为十二个月），
- 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,
拟调配的健康倡导者是否取得比其高出三个头衔的介绍人以及比健康倡导者高出七个头衔的保荐人的书面同意（以经公证的签名或其他方式认定），
- Whether the change will cause Rank advancement,
变更会否导致头衔晋升，
- Whether a change of historical bonus payments will occur,
会否导致以往奖金支付发生变化，
- Whether the moving Wellness Advocate has breached the Agreement,
健康倡导者是否曾违约，
- The effect of the change on the Organization, and
变更组织带来的变化，以及
- Any other relevant facts.
任何其他相关事实。

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.

一位有资格的钻石总裁级健康倡导者亲自介绍的一位新健康倡导者，若于介绍后三个月内即晋升到尊爵级头衔，该介绍人将获准将该新健康倡导者安置于该介绍人组织内任何位置。即使该新健康倡导者曾在介绍后 14 天内即做过变更，仍可在健康倡导者介绍人妥填钻石总裁尊爵级调配表后，进行上述调配。为计算本条规定的三个月期限，如果介绍发生在日历月的第 10 个日历日当日或之前，则该日历月计为首月。如果介绍发生在日历月的第 10 个日历日之后，则该日历月的后一个月计为首月。

Enrolling a Former Wholesale Customer as a Wellness Advocate.

招募前自用会员为健康倡导者。

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.

健康倡导者可将自用会员招募为健康倡导者。当自用会员成为健康倡导者，他将不再作为自用会员。若一新健康倡导者 a) 曾有超过 90 天的时间系自用会员，以及 b) 在成为健康倡导者后有至少一位成员（自用会员或健康倡导者）取得不低于 100 个人业绩点，则该健康倡导者的介绍人可将其安置于健康倡导者介绍人组织内的任何地方。对新健康倡导者的安置必须在自用会员注册成为健康倡导者之日起 14 天内完成。

Enrollership Reassignment.

介绍的重新分配。

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.

公司允许健康倡导者介绍人变更对健康倡导者的介绍。但是新健康倡导者的介绍关系不得被变更两次以上。除非二次变更是把介绍关系转回给最初的健康倡导者介绍人且获得公司批准，否则不允许有二次变更。

Cross-Company and Cross-Line Recruiting Prohibited

禁止跨公司和跨线招募

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.

健康倡导者不得跨公司招募或跨线招募其他健康倡导者，如以下条款所述。禁止为绕过本政策使用夫妻或亲属的姓名、商品名、商号、化名、法人团体、合伙、信托、或编造的身份号码。

- 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.

跨公司招募：实际或企图招揽、介绍或鼓动，或尝试以任何方式直接或间接（包括但不限于通过网站）影响另一 dōTERRA 健康倡导者或消费者，使其加入或参与另一网络行销机会。该等行为构成招募，即使健康倡导者的行为是在回应另一经销商或消费者所做出的咨询。

- 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.

跨线招募：在不同的推荐线内实际或企图招揽、介绍、鼓动或尝试以任何方式直接或间接（包括但不限于通过网站）影响当前拥有 dōTERRA 经销关系的任一个人或实体的介绍。跨线招募亦适用于对在过去六个月中在 dōTERRA 已拥有经销关系的个人或实体的介绍，或者如果头衔是银级或更高头衔的健康倡导者，则为对在过去十二个月中在 dōTERRA 拥有经销权的个人或实体的介绍。

Injunctive Relief Available to dōTERRA

dōTERRA 可获得的禁令救济

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.

健康倡导者约定并同意，跨公司招募和跨线招募构成对 dōTERRA 与其经销商之间合同关系的不合理及不当干涉，以及对 dōTERRA 财产的侵占和对 dōTERRA 商业秘密的盗用。健康倡导者进一步约定并同意对本规则的任何违反将给 dōTERRA 带来直接且不可弥补的损失，且对 dōTERRA 造成的损害超出健康倡导者可能获得的任何利益，以及除任何其他可获得的救济外，dōTERRA 还应有权无需缴纳禁令保证金即获得直接、临时、初步和长期禁令，且该等禁令救济可在本限制规定的终止期限后延长一（1）年，起算日期为对本条规定的最后一次违反之日。本条规定在协议终止后继续有效。本条中无任何内容表示 dōTERRA 放弃针对使用其保密信息或任何其他违反协议的行为可获得的任何其他权利和救济。健康倡导者进一步同意，在协议终止后一年期限内，以下行为均构成跨公司招募：其名称或肖像出现在为其他直销公司制作的任何促销、招募或招揽材料中，在为其他直销公司制作的任何促销、招募或招揽材料中提及其名称或肖像，或允许在为其他直销公司制作的任何促销、招募或招揽材料中特别介绍或提及其名称或肖像。

SECTION 17. Successors and Claims

继承者责任与声明

Binding Effects and Continuing Benefits

约束力及持续受益

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

本协议应对合同双方及其各自的继承人及受让人具有约束力，且符合其利益。

Transfer of a Distributorship Position

经销关系身份的转让

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.

除本政策和程序另有说明外，健康倡导者可在获得 dōTERRA 先前书面同意的情况下，以协议及适用法律允许的任何方式处置、出售、转让或以其他方式（包括出售、赠与或遗产）

让与他或她经销关系的财产。在 dōTERRA 已收到该转让的书面通知且已发出其正式书面同意之前，任何以 dōTERRA 的或由 dōTERRA 索赔或履行合同义务的形式存在的财产将不会在 dōTERRA 记录上被视作受让人的财产。该经销关系的转让受协议下所有可在转让前产生的补救措施的约束。

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.

在赠与、出售、转让、让与或以其他方式对经销关系进行处置后，新的经销关系将被建立。尽管新的经销关系被建立，该新经销关系应在组织结构上代替先前的经销关系。此外，除 dōTERRA 以书面形式明确同意外，有权从公司获得的积分、个人业绩点数、忠诚顾客奖励计划回馈点数（LRP）及注册日期应由先前经销关系保存。

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.

为了再次注册成为健康倡导者，赠与、出售、转让或让与将被视作该转让人身份的终止。即，以赠与、出售、让与或以其他方式转让他或她经销关系的健康倡导者必须自正式终止日（或若早于终止或转让日时，最终购买产品日）起等待六个月（尊爵或以下头衔职级）或十二个月（银级或以上头衔职级）以重新注册。在获得 dōTERRA 先前明确的书面同意前，健康倡导者不可销售、让与或以其他方式转让任何协议授予任何人员或实体的权利。健康倡导者可下放其职责但最终对确保遵守协议及适用法律负责。任何与或以其经销关系的一部分为健康倡导者工作的人员将仅在健康倡导者的直接监督下进行上述行为。

Distributorship Succession

经销关系的继承

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.

当健康倡导者死亡或丧失行动能力时，该健康倡导者的组织将根据适用法律转交至该健康

倡导者的合法继承人。继承人应立刻就该事件通知 dōTERRA 并提供适当的文件。

Operation of the Distributorship During Succession

经销关系于继承期的经营

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

经销关系于继承期的经营。在离异或实体解散的过程中，当事人必须采取以下一种经营方法：

- 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.

协议的任一方可在另一方同意的情况下根据书面形式的转让以经营经销关系，且弃权的夫妻、股东、合伙人或受托人授权 dōTERRA 直接且仅与夫妻另一方或未弃权的股东、合伙人或受托人进行交易。

- 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.

当事人可继续以“照常”的方式共同经营经销关系，dōTERRA 支付的所有报酬将以健康倡导者共同的名义或将在有独立约定的当事人之间以被分离的实体的名义进行支付。

Distributorships Are Indivisible

经销关系为不可分割

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.

离异夫妻的组织或解散的事业实体不可在任何情况下进行分割。相同地，dōTERRA 不会在任何情况下在离异伴侣或解散实体的健康倡导者之间拆分奖金支票。dōTERRA 将就每个经销关系及每个佣金周期仅认同一个组织且仅发出一张奖金支票。支票将一直向同一人员或实体发出。若出于离异或解散程序的当事人未能解决有关奖金分配及事业所有权的争议，该健康倡导者身份可能会被强行注销。

Court Proceedings

法院诉讼

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.

涉及与经销关系的所有权或管理有关的法律诉讼的健康倡导者有义务告知法院该经销关系为不可分割的，且 dōTERRA 不会分割某一组织或奖金支票。最终决定必须明确分配该经销关系的所有权。

Waiting Period to Sign Up Again

再次注册的等待期

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.

若先前夫妻或先前实体健康倡导者已彻底放弃其原有经销关系的所有权利，只要从放弃其利益到再次注册满 6 个月（如果是尊爵或更低头衔）或 12 个月（如果是银爵或更高头衔），即可在选择的任何保荐人下注册。但在该种情况下，先前夫妻或合伙人不得对先前组织中的任何健康倡导者或前客户或邮箱会员享有任何权利。他们必须以与其他新健康倡导者相同的方式发展其事业。

SECTION 18. Definitions

定义

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

活跃: 健康倡导者在过去 12 个月内购买了 dōTERRA 产品。

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

获准信息: 获准信息指仅在 www.dōTERRA.com/CA/en 提到或发布的信息。

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

服装: 服装包括 T 恤、帽子及其他衣物。

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.

奖金：dōTERRA 根据健康倡导者的组织在满足 dōTERRA 补偿计划中要求销售的产品数量向健康倡导者支付的补偿（有时称为“佣金”）。

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.

企业申请附表：健康倡导者申请和协议的附件。企业申请附表必须由申请成为健康倡导者的合伙企业、法人团体或其他法律实体填写并盖章。企业申请附表应当列出该公司的所有合伙人、股东、重要人员、管理人员、受益人、董事或者会员。

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.

电影媒体：传播新闻、文娱节目、教育、资料或推广咨询所用的直播或录播电子频道，包括广播和窄频播媒体，如电视、无线电广播、电影及音频或视频。电影媒体不包括基于电脑及电话的媒体。

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

公司批准促销样品：经批准用于 dōTERRA 书面指定的具体当地市场的营销材料。

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).

公司积分：公司积分指健康倡导者有权从公司获得的积分。公司积分可用于购买产品或兑换现金（对比“产品积分”）

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.

内容：内容指在 dōTERRA 自产促销样品或 dōTERRA.com 网站中找到的任何文本、绘图、标识、音频剪辑、视频、图片、软件或 dōTERRA 知识产权。

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.

顾问：第一等级的健康倡导者在 dōTERRA 销售补偿计划构架中的头衔，且不时用于概括性描述和确定 dōTERRA 健康倡导者。

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.

经销关系：经销关系一词是任何健康倡导者事业的另一种表述，以健康倡导者与 dōTERRA 之间的合同关系为代表。

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

被介绍人: 被介绍人指由健康倡导者介绍来的人员。

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 知识产权: DōTERRA 知识产权是指 DōTERRA 或其关联公司声称其拥有或使用的所有知识产权，包括但不限于商标、商品名称、服务标记和其出版物的内容，无论是否相关政府部门登记。

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.

dōTERRA 自产促销样品: dōTERRA 自产促销样品指由 dōTERRA 制作并传播的用于 dōTERRA 书面指定的具体当地市场的营销材料。

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

当地市场: 公司指定为市场的单一国家或者多个成组的国家。

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.

具体媒体指南: 具体媒体指南指具体当地市场指南，其针对特定媒体格式规定了获准信息的使用标准。必须遵循具体媒体指南。

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.

商品: 具有 dōTERRA 知识产权的任何项目，但不包括服装、电影媒体、dōTERRA 批准促销样品、dōTERRA 自产促销样品、基于电脑及电话的媒体。

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.

开放的当地市场: 由 dōTERRA 书面指定为向 dōTERRA 事业官方开放的某一国家或者地理上的地区，依据指定地区的任何限制。

Person: An individual or business entity.

人员: 自然人或商业实体。

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.

产品声明：有关 dōTERRA 产品功效和效果的声明。产品声明由健康倡导者开展业务的联邦、省、区域或地方政府监管，包括但不限于加拿大卫生部、加拿大食品检验局、加拿大竞争局以及健康倡导者所在辖区内的省级或区域消费者保护机构。

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).

产品积分：产品积分不可兑换现金，但可用于购买 dōTERRA 指定的产品。产品积分作为 LRP 的一部分并由 dōTERRA 自行决定是否授予有资格的健康倡导者。产品积分的兑换不与个人业绩或组织业绩挂钩（比较“公司积分”）。

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.

促销样品：用于推介或者销售 dōTERRA 产品、招募潜在的健康倡导者或者培训健康倡导者的，且参照了 dōTERRA、dōTERRA 产品、dōTERRA 补偿计划或者 dōTERRA 知识产权的任何材料，无论是打印版或者电子版。

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

社交媒体。利用基于网络的技术以及移动技术使通信成为互动对话。

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.

自用会员：自用会员是已经同意自用会员协议表格的顾客。自用会员没有下线且不能获得补偿，但可以通过 dōTERRA 的忠诚顾客奖励计划获得基于成交量的产品折扣。

SECTION 19. Miscellaneous

其他

Waiver 弃权

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.

dōTERRA 对任何健康倡导者违反本协议任何条款行为的弃权必须采用书面形式且不得被理解为对任何后续或额外违约行为的弃权。dōTERRA 未能根据协议行使任何权利或特权的，不得作为对该权利或特权的弃权。

Integrated Agreement

协议的整体性

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.

本协议为 dōTERRA 与健康倡导者就协议涉及的所有事项的理解和共识的最终陈述且取代双方所有先前或现有双方的协议（包括口头及书面的）。本协议使所有先前有关本协议主要内容的说明、备忘录、演示、讨论和描述归于无效。除本协议另有规定外，协议不得进行更改或修改。本协议的存在不得因宣称存在先前及现有的口头及书面协议的证据而受到质疑

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.

若协议条款与由任何员工向任何健康倡导者作出的口头陈述存在任何差异，则以协议明确的书面条款及要求为准。

Amendments on 30 Days' Notice

经提前三十天通知修订

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.

经提前三十天于 dōTERRA 出版物、单独邮件或通过 dōTERRA 网站上发出书面通知，dōTERRA 有权修订或修改协议。健康倡导者同意，于修订或修改通知公布满三十日后，修订或修改内容即行生效且自动纳入 dōTERRA 与健康倡导者的协议及/或 dōTERRA 补偿计划，成为具有约束力的有效条款。在修订或修改内容生效后，继续作为健康倡导者或从事任何经销关系活动，包括购买产品，即代表健康倡导者承认接受新协议及/或 dōTERRA 补偿计划的条款。

Wellness Advocates Bound by Amendments

健康倡导者受修订内容约束

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.

当通过 dōTERRA 任何正式通信渠道（包括 dōTERRA 网站、向健康倡导者发送的电子邮件、时事通讯或其他出版物或邮件）作出修订通知时，健康倡导者将受对本政策和程序、协议及/或 dōTERRA 补偿计划作出的修订的约束。订购产品或接收佣金付款即表示健康倡导者持续接受协议及任何修订并同意受协议约束。

Mandatory Arbitration and Dispute Resolution

强制性仲裁和争议解决

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.

除非本政策和程序另有载明，否则因本协议产生的任何索赔和争议，无论涉及民事侵权、合同、衡平法或其他责任，应依据 **ADR Chambers** 仲裁规则由独任仲裁员作出的有约束力且保密的仲裁得到解决。除非本政策和程序另有载明，健康倡导者特此放弃由陪审团或任何法院审判的权利。除非双方另有协议或有特殊情况，庭审须在仲裁需求发出后的一百八十（**180**）天内完成，且在聆讯结束后三十（**30**）天内给出仲裁裁决。仲裁须在健康倡导者可合理到达的地点进行，或者在健康倡导者选择的加拿大多伦多市或安大略省进行。但是，任何具备管辖权的法院可就仲裁裁决进行裁判。

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

各方可向另一方提供仲裁通知发起仲裁：

- 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:

通知必须包含争议的描述以及寻求的救济。仲裁通知的模板可在以下网站找到：

- b. <https://adrchambers.com/arbitration/notice-of-arbitration/> (“Notice to Arbitrate”);
<https://adrchambers.com/arbitration/notice-of-arbitration/> (“仲裁通知”)
- c. Three copies of the Notice to Arbitrate, plus the appropriate filing fee, must also be sent to:
必须向以下地址发送三份仲裁通知以及给付合适的申请费：
- d. ADR Chambers, 180 Duncan Mill Road, 4th Fl., Toronto, ON M3B 1Z6;
多伦多市，Duncan Mill 路 180 号，4 楼，ADR Chambers，邮编 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.
必须根据以下载明的关于通知的条款向另一方发送一份仲裁通知，除非双方另有约定。

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.

仲裁员在证据开示和举证过程中有完全决定权。**ADR Chambers** 仲裁规则副本可以在 <http://adrchambers.com> 网站下载，但前提是 **ADR Chambers** 不受理多方申请人或集体仲裁。就此而言，双方特别同意仅以个人名义而不得以任何宣称的集体或代表仲裁（包括但不限于任何集体诉讼或集体仲裁）的成员的名义就争议采取法律行动。未取得所有受影响方对仲裁程序的同意，仲裁员不得合并多方仲裁请求。**ADR Chambers** 不得受理多方申请人或集体仲裁，因为双方明确同意，仲裁仅限于解决个人的索赔。仲裁员可自主裁定产生于支持胜诉方相关的争议解决程序中的相关仲裁费用、仲裁员费用以及任何合理且必要法律费用。申请仲裁的费用应由申请方承担，剩余花费和费用在终局裁决发出后由双方平分。在任何法律分析选择不生效的情况下，双方同意，协议以及因协议产生或与协议相关或涉及协议的任何事项受安大略省法律管辖，包括但不限于经修订的仲裁法 **1991, S.O. 1991, C.17**。除非本事项所有方另有约定，双方及仲裁员应对仲裁程序保密且不得向任何第三方披露争端、争议或索赔的实质性问题或依据；任何和解方案或和解谈判或与争议相关的方案的实质性问题或内容；在任何仲裁程序中提交的任何诉讼文件或展示物证的内容；任何证人证言或提交至仲裁开庭或通过仲裁开示获得的其他证据；任何仲裁裁决的条款或数额；仲裁员对涉及本案的任何程序性及/或实质性议题的裁决。

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.

双方进一步同意，任何仲裁员无权（1）裁定超出本政策和程序提供的救济；（2）不衡量胜诉方实际、直接的损失而裁定间接性或惩罚性赔偿金或任何其他赔偿金；或（3）受理合并仲裁或集体仲裁，合并多个仲裁申请，以及不得主持任何形式的代表或集体法律程序。

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:

尽管有上述规定，该政策或合同无任何内容可阻止 **dōTERRA** 在仲裁发起前、仲裁发起过程中、或仲裁发起后向任何具有管辖权的法院申请和获得扣押令、临时禁止令、初步或

长期禁令、依据安大略省民事诉讼程序规则的救济或其他衡平法上的救济以守护和保护 **dōTERRA** 的利益和权利，包括但不限于与保密信息、标志、商标及受版权保护的材料相关的权利。尽管本政策和程序对仲裁员有广泛授权，法院可以决定 **dōTERRA** 的以下相关的权利：

- a. A TRADE SECRET MISAPPROPRIATION;
侵占商业机密；
- f. A TRADEMARK INFRINGEMENT;
对商标的侵权；
- g. A COPYRIGHT INFRINGEMENT;
对版权的侵权；
- h. BREACH OF THE CONFIDENTIAL INFORMATION PROVISIONS HEREIN.
违反本政策和程序的保密信息条款。

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.

为寻求衡平法救济而基于此条款采取任何法律行动或者执行裁决或命令不构成任何一方放弃就索赔申请仲裁的权利或义务。

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.

如果任何健康倡导者违反本节条款，通过非仲裁的途径提起诉讼，且应 **dōTERRA** 要求却未将争议事项提交至仲裁，则健康倡导者应负责 **dōTERRA** 为促使仲裁发生而产生的所有费用、花费以及法律费用。

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.

本节应符合 **dōTERRA** 及其所有母公司、子公司、关联公司、管理人员、董事、成员、经理、代理、雇员、律师、继承人以及受让人的利益，任何上述人员有权援引或要求强制执行条款，本节亦用于解决因协议产生或与协议相关的针对任何上述人员的所有索赔。

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.

若本仲裁条款或其任何部分被确认为在任何省或联邦法律或在任何省或联邦法律下有任何程度违法性或不可执行性，双方同意该条款或部分条款可分割且可修改，使其符合适用法律且最大程度实现原始条款及本条款的意旨的效力。

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.

在发起任何上述仲裁前，双方应尽最大努力解决任何索赔、争议、争端、事项或分歧并且本着真诚互利的原则相互商议和协商，以达成双方满意的公正公平的解决方案。若双方在三十（30）天内无法达成该解决方案，则各方可要求发起保密且无约束力的调解。双方均接受的个体可指定为调解员。若双方未就调解员达成一致协议，则申诉方可申请由上述 ADR Chambers 指定一位调解员。调解应在指定调解员后三十（30）天内进行。调解员费用以及进行调解所需费用应由双方平分。各方应在调解至少前十（10）天内支付其预期分担的费用。各方应承担各自与进行和参加调解相关的法律费用、花费以及个人开销。

Litigation and Claims

诉讼及索赔

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.

为保护 dōTERRA、其财产及其声誉免受外部（非健康倡导者）的第三方提出的索赔或争议影响，dōTERRA 要求，若有任何健康倡导者因任何 dōTERRA 专有财产被指控侵犯任何外部第三方的专属权利，或若健康倡导者就与其开展业务有关的行为或其他行动被提出索赔或诉讼，且直接或间接负面地影响 dōTERRA 的声誉或任何 dōTERRA 有形或无形的资产，该有关的健康倡导者应立刻就此事通知 dōTERRA。dōTERRA 可在收到通知且自免费用的情况下，采取任何其认为必要的措施（包括但不限于，控制任何与其有关的诉讼或和解的讨论）保护其本身、声誉及其有形或无形的财产。除非 dōTERRA 同意，且该同意不得无理拒绝，该健康倡导者不得就该索赔及诉讼采取任何行动。

Governing Law, Jurisdiction, and Venue

适用法律、管辖权和审判地

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.

本协议、其解释和执行，以及因协议产生或与协议相关的所有索赔，无论是普通法还是衡平法所载，无论是基于合同、民事侵权还是其他，且包括在任何仲裁程序中的实质性索赔或辩护，都受安大略省法律的管辖且不考虑法律选择和法律冲突原则。任何仲裁程序中的程序性事项都受 ADR Chambers 的仲裁规则管辖。dōTERRA 与任何健康倡导者之间的不受仲裁管辖的任何索赔、争议、事项、争端或诉讼的强制性的、专属性的管辖权和审判地均归于安大略省高级法院，并首选位于多伦多市的安大略省高等法院，且排除所有其他审判地和法院，且健康倡导者特此放弃任何及所有对该审判地（包括对人管辖权以及不方便法院）的异议。健康倡导者违反本条款在其他审判地或法院发起针对 dōTERRA 的诉讼或法律程序系对协议的实质性违反，给 dōTERRA 造成无法弥补的伤害，且健康倡导者同意且约定，dōTERRA 有权获得暂时、初步以及长期禁诉令救济以执行此条款。健康倡导者同意，

尽管有任何有关诉讼时效的另外规定，任何健康倡导者意图对 dōTERRA 提出的有关协议任何作为或不作为的索赔或诉讼必须在引起该索赔或诉讼的被指控作为或不作为发生之日起的一（1）年内提出。未能在该时效期间内提起法律程序的，则不得再就该类作为或不作为向 dōTERRA 提出任何索赔。健康倡导者放弃任何及所有使用任何其他诉讼时效的申索及权利。

Severance

可分割性

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.

在任何法域内被禁用、被法律认定为失效或以其他方式被认定为无法执行的本协议下的任何条款应仅在前述的禁止、无效或无法执行的范围内无效，且仅在该法域内无效。任何被禁用、被法律认定为失效、或被认定无法执行的本协议下的条款不会导致本协议下任何其他条款被法律认定为失效或无法执行，也不会导致该条款在该法域外被视作失效或无法执行。

Force Majeure

不可抗力

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.

对任何天灾、洪水、火灾、战争或公敌导致的任何本合同下义务履行的失败或延迟，合同双方概不负责。

Headings

标题

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.

本协议的标题仅供参考之方便且不应限制或以其他方式影响本协议下任何条款或规定。

Notices

通知

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.

除本协议另有规定外，任何根据协议要求或允许发出的通知或其他通信均应采用书面形式并应以专人递送、传真传输、挂号或快递（邮资预付）邮件的方式交付。除协议另有规定外，通知应在下列事件视为已送达：（i）如通过专人递送，于交付时，（ii）如通过传真传输，于发出传真之后一天，或（iii）如通过邮寄方式，邮件寄往 dōTERRA 总部的地址或健康倡导者申请和协议提供的健康倡导者的地址（除非 dōTERRA 已收到地址变更通知）后的五天。dōTERRA 有权以邮寄广告、dōTERRA 网站或与健康倡导者之间的其他一般通信渠道取代本节规定的通知方式。