



**1. Membership:** A Wholesale Customer Membership ("Membership") with dōTERRA GH Ireland Limited, an entity incorporated in Ireland, ("dōTERRA GH"), allows you (the "Member"), to purchase dōTERRA products for personal use at dōTERRA wholesale prices from dōTERRA Hong Kong, Ltd., an affiliate of dōTERRA GH ("dōTERRA HK"). References to "dōTERRA" or "Company" in connection with your membership means dōTERRA GH and references to "dōTERRA" or "Company" in connection with your product purchases means dōTERRA HK. dōTERRA reserves the right to refuse Membership to any applicant.

**2. Membership Fee and Renewal.** A Membership fee is HK\$280 for one 12-month period from the date of enrollment of the Member. Upon the expiration of the 12-month period, A renewal fee of HK\$200 for an additional 12-month period will be due at the time of the first order following the expiration of a 12-month period. Memberships renewed after the expiration date will be extended for 12 months from the renewal date.

**3. Return Policy.**

**a. Return of Products Within 30 Days.** dōTERRA will refund one hundred percent (100%) of the purchase prices (plus applicable tax if prepaid) of Currently Marketable products purchased from the Company that are returned within thirty (30) days of purchase, less shipping costs. dōTERRA will provide a product credit of one hundred percent (100%) of the purchase price (plus applicable tax if prepaid) or a refund of ninety percent (90%) of the purchase price (plus applicable tax if prepaid) on products purchased from the Company not Currently Marketable that are returned by a Member within (30) days of purchase, less shipping costs.

**b. Return of Product Within 31 to 90 Days.** From thirty-one (31) days and up to ninety (90) days from the date of purchase, dōTERRA will provide a Product Credit of one hundred percent (100%) or a refund of ninety percent (90%) of the purchase price (plus applicable tax if prepaid) on Currently Marketable products purchased from the Company that are returned by a Member, less shipping costs.

**c. Returns From 91 days to One Year After Purchase.** After 91 days and up to twelve (12) months from the date of purchase, dōTERRA will provide a Product Credit of ninety (90%) or a refund of (90%) of the purchase price (plus applicable tax if prepaid) on Currently Marketable products purchased from the Company that are returned, less shipping costs (excludes limited time offers and expired items).

**d. Currently Marketable.** Products shall be deemed Currently Marketable if each of the following elements is satisfied: 1) product is purchased from dōTERRA; 2) they are unopened and unused; 3) packaging and labeling have not been altered or damaged; 4) 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; 5) the product expiration date has not elapsed; and 6) the product contains current dōTERRA labeling. Products shall not be considered Currently Marketable if the Company discloses prior to purchase that the products are seasonal, discontinued, limited time offers, or special promotion products not subject to the Return Policy.

**4. Loyalty Rewards Program.** While a Member has no requirement to purchase products, a Member can ensure that the Member will receive monthly deliveries of dōTERRA products by enrolling in the Loyalty Rewards Program (LRP) after the first month of enrollment. LRP eliminates the inconvenience of placing monthly orders manually. If the Member's

LRP Order is at least 50 Personal Volume (PV) points every calendar month, the Member is eligible to receive Product Credits each month. PV is the point value of products purchased by a Member in one calendar month. Not all products will generate PV points and PV does not include purchases of product with Product Credit. The PV of a product is clearly delineated on the Product Order Form. Product Credits are non-cash redeemable points that can be used to purchase dōTERRA designated products. Product Credits are granted as part of the LRP and in the discretion of the Company. After Member has been an LRP participant for 60 days, Member can redeem Product Credits to purchase full PV products. LRP Product Credits can be redeemed for 12 months from the date of issue, after which they expire. The credits can be redeemed for a HK\$25 fee for each order, by calling (852) 3197-6699. Products purchased with LRP credits are not for resale, nor can such product be returned. Redemption orders have no PV and cannot be combined with other product orders. Product Credits have no cash redemption value and are not transferrable. All Product Credits will be cancelled if participation in the LRP program is cancelled. A Member's primary LRP order may only be cancelled by calling the Company. Any subsequent LRP order can be cancelled online.

**5. Resell of Products.** Member agrees that they will not sell dōTERRA products purchased through the Membership.

**6. Limitation of Liability.** dōTERRA, its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred as "affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. If dōTERRA is found to be in breach of the terms and conditions, the maximum amount of damages Member may claim shall be limited to the amount of dōTERRA products that Member personally purchased from dōTERRA and have remaining on hand.

**7. Dispute Resolution.** In the event of any dispute, claim, controversy, or disagreement arising out of, relating to or in connection with this Agreement, including the existence, validity, interpretation, performance, breach, or termination thereof (collectively, "Disputes"), the parties hereto shall use their best efforts to settle the Disputes. To this end, they shall, by written notice given from one party to the other ("Notice to Consult"), initiate consultation and negotiation with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days from the date of the Notice to Consult, then all Disputes shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC"). The seat of the arbitration shall be Hong Kong. The number of arbitrators shall be one (1). The parties shall request the HKIAC to promptly appoint a competent, disinterested person to act as such sole arbitrator. Within thirty (30) days after the appointment of the arbitrator, the arbitrator shall make directions for the arbitral proceeding, including setting the procedural timetable up to and including the evidentiary hearing and fixing a venue in Hong Kong for the evidentiary hearing, in consultation with the parties. Such arbitration proceeding shall be conducted in accordance with the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted as modified by the agreement herein. Such arbitration proceedings shall be conducted in English. The decision of the arbitrator shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

Notwithstanding this arbitration provision, nothing herein shall prevent dōTERRA from applying to and obtaining from any court of competent jurisdiction for any interim attachment order, temporary restraining order, preliminary injunction, or other interim relief available to safeguard and protect dōTERRA's interest prior to, during, or following the filing of any arbitration commenced under this clause or pending the rendition of a decision or award in connection with any arbitration commenced under this clause.

**8. Governing Law/Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong SAR of the People's Republic of China without regard to conflict of laws principles. I agree that notwithstanding any statute of limitation to the contrary, any claim or action I 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 and actions against dōTERRA for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.

**9. Electronic Communication.** I authorize dōTERRA and its affiliates to communicate with me through electronic mail or fax at the email address or fax number or Whatsapp provided in this Wholesale Customer Agreement. I understand that such email may include offers or solicitations for the sale and purchase of dōTERRA products, sales aids, or services.

**10. Survival.** Sections 6, 7, 8, 9, 10, and 11 of this Wholesale Customer Agreement, shall survive the termination of the Membership.

**11. Data.** By creating a Membership with dōTERRA, Member consents to the processing of the personal data contained in Member's Membership and the transfer of such personal data, together with information about the Member's purchase activities, to any of dōTERRA's worldwide subsidiaries and affiliated companies, and to others who are in a sales organization or distribution chain, for the purpose of administering the sales and distribution of dōTERRA's products and providing reports to its Wellness Advocates of sales activity in their sales organizations. Member understands that this personal data may be transferred to recipients in countries other than the country in which the data originally was collected. Those countries may not have the same data protection laws as the country in which Member initially provided the data. If you do not want this personal data processed or transferred as described herein, please do not create a Membership with dōTERRA. At any time, I may access, amend, update or remove my personal data provided in this contract and may withdraw my consent contacting hongkongservice@doterra.com.

**12. Amendment.** Member agrees that these terms and conditions may be amended at any time at the sole discretion of dōTERRA, and Member agrees that upon 30 days' notice any such amendment will apply to Member. Notification of amendments will be published in official dōTERRA materials including the Company's official website. The continuation of purchases of dōTERRA products shall constitute Member's acceptance of any and all dōTERRA amendments to the terms and conditions.

I hereby confirm and declare that all necessary information regarding the dōTERRA products are business has been disclosed to me prior to the execution of this contract and that the content of the contract has been adequately conveyed to me all the queries I had were addressed and clarified by dōTERRA.

Signature

\*All words with trademarks or registered trademark symbols are trademarks or registered trademarks of dōTERRA Holdings, LLC.