India English

POLICY MANUAL

dōTERRA®

dōTERRA

Policy Manual

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SECTION 1: Introduction

This dōTERRA® Policy Manual (Policy Manual) has been incorporated into and made part of the Terms and Conditions of the Wellness Advocate Agreement Form. This Policy Manual, the Wellness Advocate Agreement Form, and the Business Application Addendum constitute the entire agreement ("Contract") between dōTERRA ("Company") and the Wellness Advocate. The Contract or any part thereof may be amended by the Company in accordance with the provisions herein.

A Wellness Advocate's failure to comply with the provisions of this Policy Manual or any of the referenced documents comprising the Contract between the Company and a Wellness Advocate may, in the sole discretion of the Company, 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 the Company, and suspension or termination of other rights and privileges.

A. **dōTERRA Company Mission**: dōTERRA is committed to sharing the life-enhancing benefits of tested-grade essential oils with the world. dōTERRA does this by:

   1. Discovering and developing the world's highest-quality tested-grade essential oil products through a leveraged network of highly-educated and experienced botanists, chemists, health scientists, and health care professionals;

   2. Producing our essential oil products to the highest standard of quality, purity, and safety used in the industry - CPTG® Certified Pure Tested Grade;

   3. Distributing our products through Wellness Advocates who, working from home, introduce, educate, and sell dōTERRA products;

   4. Providing educational opportunities for all people interested in learning how tested-grade essential oils can be used as a self-care wellness alternative;

   5. Bringing together health care professionals of traditional and alternative medicine to encourage further study and application of tested-grade essential oils in modern health care practices.

A. **B. dōTERRA Company Values**: dōTERRA will conduct business in such a way as to be a positive influence for good with each person, customer, Wellness Advocate, employee, vendor, and partner with whom it comes in contact, by:

   1. Conducting our business with absolute honesty and integrity;

   2. Treating all people with kindness and respect;

   3. Conducting our interactions with others in a spirit of service and caring;

   4. Working hard and managing the use of company resources wisely;

   5. Fostering an uplifting work environment by smiling, laughing, and having fun;

   6. Being grateful for success and giving recognition to others; and by

   7. Being generous with those less fortunate in our community and around the world.

SECTION 2: Definitions

Active: A Wellness Advocate who is engaged in dōTERRA business activity and has made a sale of dōTERRA product(s) within a period of one year from the date of last sale or from the date of entering into the Contract.

Business Application Addendum: A supplemental document to the Wellness Advocate Agreement Form. The Business Application Addendum must be completed and signed by a partnership, corporation, or other legal entity (see Corporation) 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.

Company: Company or "dōTERRA," unless otherwise specified, means dōTERRA India Private Limited a company established in India (dōTERRA India), and the company with whom the Wellness Advocate contracts for the purchase and promotion of dōTERRA products within India and participation in and global support of the dōTERRA Sales Compensation Plan; .

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

Contract: The agreements between a Wellness Advocate and the Company comprised of this Policy Manual and the Wellness Advocate Agreement Form together with any Business Application Addendum.

Corporation: Any business entity such as a corporation, partnership, limited liability company, or other form of business organization legally formed under the laws of India.

Customer: The term "Customer" includes Preferred Customers.

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

dōTERRA Intellectual Property: dōTERRA Intellectual Property means all intellectual property which dōTERRA Holdings, LLC 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.

Downline: Another term for Organization.

Enrollee: A Wellness Advocate or Customer who was made part of the sales team Organization by an Enroller.

Enroller: Enroller is a sales team Organization leader and a designation that entitles a Wellness Advocate to qualify for Ranks and the dōTERRA Sharing Bonuses in the Sales Compensation Plan. Enrollers also enjoy the ability to identify a new Wellness Advocate's Sponsor within the Enroller's sales team Organization. An Enroller can also be the Sponsor (compare, Sponsor).

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

Open Local Market: A country or geographical region designated in writing by the Company as officially open for dōTERRA business.

Organization: A sales team consisting of the group of Wellness Advocates sponsored in a Wellness Advocate's direct and subsequent downline chain of sponsorship, with qualifying commission levels.

Person: An individual, Corporation, partnership, or other legal entity.

Policy Manual: Another term for Contract.

Preferred Customer: A Preferred Customer is a Person who purchases products at a discount. A Preferred Customer does not earn bonuses through the dōTERRA Compensation Plan. A Preferred Customer, however, may earn volume discounts on products through doTERRA's Loyalty Reward Program. Reactivation of a Preferred Customer occurs when a Preferred Customer who has not placed an order for twelve (12) consecutive months, places an order in the thirteenth (13th) month or thereafter.

Preferred Customer Agreement Form: The application consisting of terms and conditions governing Preferred customer.

Product Claims: Claims related to the efficacy or effect of dōTERRA products. Product claims are regulated by federal, state, or local governments in which the Wellness Advocate does business, including the Food Safety and Standards Authority of India, or similar governmental agencies in the jurisdiction of the Wellness Advocate.

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

Ranks: Designations (levels) earned by and given to Wellness Advocates in the Company's Sales Compensation

Plan structure, including: Consultant, Manager, Director, Executive, Elite, Premier, Silver, Gold, Platinum, Diamond, Blue Diamond, and Presidential Diamond. Ranks are earned and determined each monthly commission period.

Rewards Program: The Rewards Program (LRP) is a product ordering program wherein a Wellness Advocate or Preferred Customer can set up automatic monthly deliveries of dōTERRA products, and which may qualify a Wellness Advocate to receive Product Credits and other benefits in the Sales Compensation Plan (see, Section 10.B.7).

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

Sponsor: A Wellness Advocate who has another Wellness Advocate placed directly underneath him in his sales team Organization (compare, Enroller).

Wellness Advocate: A Person who is an independent contractor authorized by the Company to purchase and retail products to Customers, builds his sales team of other Wellness Advocates, and receive bonuses and commissions in accordance with the requirements of the Sales Compensation Plan. A Wellness Advocate's relationship to the Company is governed by the Contract. More than one Person may be included on a Distributorship as a co-applicant. In such a case, Wellness Advocate refers to all Persons collectively, although each Person individually has all the Wellness Advocate rights and obligations. Reactivation of a Wellness Advocate occurs when a Wellness Advocate who has neither placed an order nor earned commissions for twelve (12) monthly commission periods places an order in the thirteenth (13th) month or thereafter.

Wellness Advocate Agreement Form: The application, whether in printed or electronic form, to become a Wellness Advocate which, upon acceptance by the Company, is part of the Contract between the Wellness Advocate and the Company.

SECTION 3: Code of Ethics

dōTERRA expects and requires its independent sales force to conduct themselves in accordance with the highest standards of ethical behavior. dōTERRA Wellness Advocates are expected to practice the following ethical behavior when introducing people to, and representing the Company and its products. Violations of the Code of Ethics may subject the Wellness Advocate to disciplinary action by the Company depending on the materiality of the violation. The following standards help ensure a uniform standard of excellence throughout the dōTERRA organization. All Wellness Advocates should:

A. Be respectful of every person while conducting dōTERRA related business.

B. Conduct themselves and their business activities in an ethical, moral, legal and financially honest manner. Wellness Advocates should not engage in activities and behaviour that would bring disrespect or embarrassment to dōTERRA, its corporate officers, employees, themselves, or other Wellness Advocates.

C. Refrain from making negative or disparaging statements about dōTERRA, other companies, their employees, or their products.

D. Refrain from making negative or disparaging statements about other dōTERRA Wellness Advocates.

E. Be truthful in representations of dōTERRA products and provide accurate and complete information to the prospective consumer regarding the prices, return polices, terms of payment and other explanations as prescribed by dōTERRA India from time to time. Do not make diagnostic, therapeutic, curative or exaggerated claims.

F. Give support and encouragement to customers to ensure that their experience with dōTERRA is meaningful and rewarding. Wellness Advocates should provide proper support and training to those they sponsor and who are in their Organization.

G. Accurately teach and represent the dōTERRA Sales Compensation Plan. Be honest in explaining the income one may earn under the Sales Compensation Plan. Wellness Advocates should not use their own income as an indication of another's potential success, or use compensation checks as marketing materials.

H. Abide by all of dōTERRA policies and procedures as they are currently found in this Policy Manual and the other Contract documents, and as they may be amended in the future.

I. Carry their identity cards issued to them by dōTERRA India while conducting and representing the dōTERRA business before the customers shall clearly identify themselves as dōTERRA Wellness Advocates.

J. Visit the customer's premises at reasonable business hours and by taking prior appointment from the customer by sharing the purpose of visit to the prospects and should not give a wrong impression by sharing dōTERRA business opportunity as an employment opportunity.

K. Provide his/her complete details to the customers at the time of making the sale as to the name, address, Wellness Advocate number, telephone number, etc.

L. Give the invoice with the details like product name, quantity and price of the products sold to the prospect.

M. Inform the prospects/customers about his/her right to return the dōTERRA product(s) as per the dōTERRA refund policy stated in section 6 of this policy manual and also about the complaint redressal mechanism followed by dōTERRA India.

N. Not sell, display or conduct dōTERRA business activity through retail stores or permanent retail outlet in any manner.

O. Always make actual and potential sales or earnings and advantages of dōTERRA business opportunity and not to use misleading, deceptive and/or unfair trade practices in their interaction with customers or potential Wellness Advocates.

P. Disclose true and complete information to prospective Wellness Advocates pertaining to dōTERRA business opportunity including but not limited to the enrollment procedure, Sales compensation plan and the contract and not make any exaggerated representation regarding dōTERRA business opportunity or make any promise that cannot be fulfilled.

SECTION 4: Becoming a Wellness Advocate or Preferred Customer

The Wellness Advocate and Customer relationships are the most valuable relationships at dōTERRA. The Company takes great pleasure in teaming up with Wellness Advocates to present and offer our life-changing products and opportunity.

A. **Signing Up as a Wellness Advocate.** Becoming a dōTERRA Wellness Advocate is free of cost and does not require to purchase any minimum amount of dōTERRA products or maintain a specified minimum inventory. To become a dōTERRA Wellness Advocate, each applicant must:

1. Sign-up with dōTERRA online or submit a properly completed Wellness Advocate Agreement Form to the Company within 30 days from the date of the Agreement with true and accurate information regarding identity and place of residence.

2. Submit the following KYC documents along with duly filled physical or online Wellness Advocate Agreement Form:

   - Copy of Government issued Identity proof*
   - Copy of Government issued Address proof
   - Passport size photographs
   - Copy of PAN card
   - Cancelled bank cheque

   * the documents which can be provided for Identity proof and address proof are Aadhar card, voter ID, passport, driving license, PAN card etc.

3. Be of legal age (at least 18 years old, 21 years old in the State of Maharashtra) and be competent to enter into the Agreement;

4. Be of sound mind and not disqualified from contracting by any law; have and provide a valid tax identification number.

5. Must have undergone the orientation session to understand all aspects of dōTERRA business opportunity, remuneration system and expected remuneration for new dōTERRA Wellness Advocates.

6. For enrolments under a business name a business registration certificate must be provided.

B. **Signing Up as a Preferred Customer.** An individual may apply to be a Preferred Customer by signing-up online with dōTERRA, or by completing the requirements as set forth in the Preferred Customer Agreement Form. Hospitals may not be a Preferred Customer without written permission from compliance and legal departments.

C. **Preferred Customers Who Wish to Become Wellness Advocates.** A Preferred Customer may become a Wellness Advocate by signing a Wellness Advocate Agreement and by completing the signup requirements

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

E. **Duty to Maintain Accurate Information**. To help ensure that the Company has the most current information, Wellness Advocates must advise the Company of changes to the submitted forms and attachments. Proposed changes to personal information should be submitted on an Account Information Change Form or updated in the back office.

F. **Business Application Addendum.** A Corporation 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 the Company will request. The authorized director, officer, agent or trustee may sign the Wellness Advocate Agreement. The enrollment of a Corporation cannot be done online. Hospitals may not be enrolled without written permission from compliance and legal departments.

G. **Term of Contract and Contract Renewal.** The term of the Contract is one year from the date of last purchase made by the Wellness Advocate, unless the Wellness Advocate notifies the Company of his intent not to renew, or unless the Contract is terminated by the Company for violation of any other terms of the Contract.

H. **Simultaneous Interests in Distributorships Prohibited.** A Wellness Advocate may not have a simultaneous beneficial interest or be a co-applicant in more than one Distributorship or simultaneously own a beneficial interst in a Preferred Customer account. A beneficial interest includes, but is not limited to, any ownership interest; any rights to present or future benefits, financial or otherwise; rights to purchaseat wholesale prices; recognition; or other tangible or intangible benefits associated with a Distributorship or Preferred Customer. Married spouses must be part of the same Distributorship, and cannot have more than one Distributorship between them or a beneficial interest in a Preferred Customer account. A business owner cannot have a Distributorship in the name of the business and a separate Distributorship in the owner's own name, or another business or a beneficial interest in a Preferred Customer account. An exception to this rule is the Presidential Diamond Multiplier Account. See, Section 10.B.5.

I. **Independent Contractor Relationship Between Wellness Advocate and the Company.** Wellness Advocate is an independent contractor and not an employee, agent, partner, legal representative or franchisee of dōTERRA. A Wellness Advocate is not authorized to and will not incur any debt, expense or obligation, or open any checking 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 Contract. 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 the Company for federal or state tax purposes, and acknowledge and agree that the Company is not responsible for withholding and shall not withhold or deduct from bonuses and commissions, or taxes of any kind, unless such withholding becomes legally required. Wellness Advocates are bound by all sales tax collection and remittance agreements between the Company, all appropriate taxing jurisdictions, and all related rules and procedures.

J. **Company Recognition.** The Company may choose to recognize Wellness Advocates at selected events and in various publications including conventions and magazines. Recognition will be based upon criteria and standards adopted and changed, from time to time, by the Company. The Company will typically recognize Wellness Advocates at the highest Rank they achieved for at least three of the most recent twelve months, except for first time Rank achievement.

SECTION 5: Purchasing Products

A. **No Requirement to Purchase Products or Keep a Specified Amount of Inventory.** A Person is not required to purchase any product in order to become a dōTERRA Wellness Advocate or Customer.

B. **Authorization to Resell dōTERRA Products.** Only Wellness Advocates may purchase dōTERRA products for resale.

C. **Purchasing Product Solely to Qualify for Bonuses is Prohibited.** The dōTERRA opportunity is built on retail sales to the ultimate consumer. The Company encourages Wellness Advocates to only purchase inventory that the Wellness Advocate and the Wellness Advocate's family will personally consume, use as a sales tool, or resell to others for their ultimate consumption. 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 resold, used as a sales tool, or consumed within a reasonable period of time. The Company retains the right to limit the amount of purchases the Wellness Advocate may make if, in its sole judgment, it believes those purchases are being made primarily for qualification purposes instead of for consumption or resale. In addition, the Company reserves the right to recover Bonuses paid if it is discovered by the Company that the Bonuses have been generated on what the Company deems to be sales in breach of the Contract.

D. **Repackaging Prohibited.** Wellness Advocates may not print their own labels or repackage dōTERRA products. Products are to be sold in their original packaging only. For instance, Wellness Advocates may not resell individual parts of a kit separately from the original kit packaging unless the Company has established a wholesale price for the individual part. Similarly, Wellness Advocates may not advertise the use of dōTERRA oils as ingredients to non-dōTERRA products, such as components of a separate product or ingredients in food recipes, without the written consent of the Company. The use of the dōTERRA name by a Wellness Advocate is governed by Section 12 of this Policy Manual.

E. **Credit Card Use**. Wellness Advocates are strongly discouraged from using their own credit cards to purchase products for another Wellness Advocate. Wellness Advocates are prohibited from using their own credit cards to purchase products for another Wellness Advocate who has been a Wellness Advocate for less than 30 days. Wellness Advocates may not place a product order using someone else's credit card without the credit card owner's written permission. In those rare circumstances where it is necessary to purchase product for another person the Company must receive written permission from the person for whom the product order is being placed. Failure to produce such permission upon request of the Company may result in cancellation of the sale, forfeiture of commissions resulting from the sale, and other disciplinary action as outlined in Section 19.

F. **Dishonored Check Fees.** Wellness Advocates are responsible to reimburse the Company for the cost of re-depositing checks from Wellness Advocates that are returned to the Company for insufficient funds.

G. **Will Call Orders**. The Company will have the option of shipping a placed order to a Wellness Advocate or Customer if an order has not been picked up at Will Call within 20 days of placement of an order. The Company will assess the costs of such shipment to the Wellness Advocate or Customer as if the order had been originally placed as an order to be shipped. The pickup period varies by Local Market. Please consult the Will Call Center in the Local Market from which the product was ordered.

SECTION 6: Product Return Policy and Cooling Off Period

A. **Returns on Products Within 30 Days.**

1. dōTERRA will refund one hundred percent (100%) of the purchase price of Currently Marketable products that are returned by a Wellness Advocate or Customer within thirty (30) days of purchase from the Company, less shipping costs and paid Bonuses.

2. dōTERRA will provide a Product Credit of one hundred percent (100%) of the purchase price or a refund

of ninety percent (90%) of the purchase price on products not Currently Marketable (see, Section 6.D.) that are returned by a Wellness Advocate or Customer within (30) days of purchase, less shipping costs and paid Bonuses

3. dōTERRA will provide newly joined Wellness Advocates a 30 (thirty) days cooling off period from the date of his/her joining. Cooling off Period means a period during which such person can resign/terminate the contract and seek a full refund for any purchase made during this cooling off period.

B. **Returns Thirty-one (31) days to Ninety (90) days After Purchase.** From thirty-one (31) days and up to ninety (90) days from the date of purchase, dōTERRA will provide a Product Credit of one hundred percent (100%) or a refund of ninety percent (90%) of the purchase price on Currently Marketable products that are returned by a Wellness Advocate or Customer less shipping costs and paid Bonuses.

C. **Returns From Ninety-one (91) days to One (1) year After Purchase.** After ninety-one (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 on Currently Marketable products that are returned by a Wellness Advocate or Customer less shipping costs and paid Bonuses (excludes limited time offers and expired items).

D. **Currently Marketable.**Products and Sales Aids shall be deemed currently marketable if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling have not been altered or damaged; 3) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) the product expiration date has not elapsed; and 5) the product contains current dōTERRA labeling. Products shall not be considered Currently Marketable if 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.

E. **Return of Damaged or Incorrectly Sent Products.** dōTERRA will exchange or refund 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 if requested be replaced with undamaged products. However, when an exchange is not feasible, the Company reserves the right to issue a credit for the amount of the exchanged products.

F. **Duty to Retain Sales Order Number.** In order for the Company to correctly recoup the applicable Bonuses on returned products, the original sales order number from the invoice must be retained. This number must be provided to the Company at the time the request for a refund is made.

G. **Kit Returns.** Products purchased as part of a kit or package must be returned as the entire kit.

H. **Refund Alternatives.** The Company 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 check, bank transfer, or credit card charge back, and as outlined herein. 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.

I. **Return Procedure.** To obtain a refund for returned products or Sales Aids, a Wellness Advocate must comply with these procedures:

1. Approval for the return must be received prior to the return of the shipment to the Company. This approval must be obtained, either by telephone or in writing, and the actual return shipment must be accompanied by the Wellness Advocate number.

2. The Company 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.

3. Products or Sales Aids returned to the Company 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.

4. 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.

5. The Company may charge a INR 999 fee for shipments that are refused at the point of delivery and returned to the Company.

J. **Company's Right to Recoup Unearned Bonuses.** Bonuses are paid to Wellness Advocates based on the purchase of Company products by retail customers or by members of their Downline Organization. When products are returned, the Company has the right to recoup the Bonuses that were paid based on the purchase of the products that were returned. The Company may recoup these Bonuses by requiring a Wellness Advocate to pay the Company directly, or the Company may withhold the amount of the Bonus from future Bonus payments.

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

L. **Credit Card Charge Backs.** Wellness Advocates are required to return products under the Company's product exchange and return policies rather than doing a credit card chargeback.

SECTION 7: Retail Sales Obligations and Limitations

A. **Duty to Provide Sales Receipts.** Wellness Advocates must provide the customer with two copies of a completed retail sales receipt at the time of the sale. All blanks in the section referring to the three-day Refund Policy on the back of the receipt must be completed.

1. The front of the retail sales receipt should be completed and include the items ordered, the amount of sale, and the customer's name, address, and telephone number.

2. The back of the retail sales receipt should be completed to include the date of the sale, the date of the third business day after sale, the name of the Wellness Advocate, business address, and business telephone number.

3. The first copy is the customer's receipt of the purchase. The customer should sign and date the back of the second copy and return it to the Wellness Advocate if a refund is requested. The third copy is the Wellness Advocate's receipt of the purchase. If the customer prefers, a Wellness Advocate may, at his or her discretion, make a product exchange instead of a refund.

4. Wellness Advocates should keep copies of all retail sales receipts on file for at least six years. The amount of sales tax collected must be recorded on the retail sales receipt form

B. **Accurate and Complete Information.** The Wellness Advocate shall provide accurate and complete explanation and demonstrations of dōTERRA products, prices, credit terms, terms of payment, return policies, terms of guarantee, etc.

C. **Imparting Essential Information.** The Wellness Advocate shall provide the below information to the consumers at the time of sale, namely:

1. Name, address, Wellness Advocate number, company issued identity proof and telephone number of the Advocate and similar details of the company.

2. A description of the dōTERRA products to be sold;

3. Intimate to the consumer about the return policy of the company in detail before the transaction;

4. Issue an invoice for every sale bearing the order date, the total amount to be paid by the consumer along with;

5. Time and place for inspection of the sample and delivery of goods;

6. Information of his/her rights to cancel the order and/or return the product in saleable condition and avail full refund on sum paid;

7. Details regarding the complaint redressal mechanism of the company.

D. **Maintenance of Accounts.** The Wellness Advocate shall keep and maintain a proper book of accounts stating the details of the dōTERRA products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable by law and shall be responsible to comply with all the local, state and national laws and shall be liable to pay all the local, state and national taxes and fees.

E. **A Wellness Advocate shall not:**

1. Use misleading, deceptive and/or unfair trade practices in conducting his/her dōTERRA business;
2. Use misleading, false, deceptive, and/or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of direct selling to any prospective Wellness Advocate or customer while interacting with them;
3. Make any factual representation to a prospective Wellness Advocate that cannot be verified or make any promise that cannot be fulfilled;
4. Present any advantages of dōTERRA business opportunity to any prospective Wellness Advocate in a false and/or a deceptive manner;
5. Knowingly make, omit, engage or cause or permit to be made, any representation relating to the dōTERRA business operation, including remuneration system and contract between the company and the Wellness Advocate or the dōTERRA products being sold by such Wellness Advocate which is false and/or misleading;
6. Induce or Force prospective or existing Wellness Advocate to purchase any literature or training materials or sales demonstration products.

SECTION 8: Enrolling or Sponsoring a Wellness Advocate

A. **Duty to Accept Contractual Responsibilities.** Before a Wellness Advocate may act as an Enroller or Sponsor, the Wellness Advocate must meet all requirements and accept all responsibilities described in the Contract.

B. **Placement.** Upon the Company's acceptance of a properly completed Wellness Advocate Contract (whether submitted electronically or in paper form), the new Wellness Advocate will be placed on the first level of the Enroller.

C. **Training and Support of Organization.** In order to be a successful Enroller or Sponsor, a Wellness Advocate should assume training and support obligations for Wellness Advocates in his Organization. A Wellness Advocate's success can come only through the systematic sale of Company products and the product sales within his or her Organization.

D. **Open Local Markets.** A Wellness Advocate is entitled to enroll or sponsor other Wellness Advocates only in Open Local Markets. See Section 15.

E. **Becoming a Successful Enroller or Sponsor.** To be a successful Enroller or Sponsor and leader, a Wellness Advocate should perform the following responsibilities:

1. Give regular sales and organizational training, guidance, and encouragement to the Wellness Advocate's sales organization. An Enroller or Sponsor should maintain contact with everyone in his or her sales organization and be available to answer questions. If you have high-ranking leader in your sales organization, your communication to persons in the high-ranking leader's organization should go through the high-ranking leader.
2. Exercise the Wellness Advocate's best efforts to ensure that all Wellness Advocates in the Wellness Advocate's sales organization properly understand and comply with the terms and conditions of the Contract and applicable national and local laws, ordinances, and regulations;
3. Intervene in any disputes arising between a customer and any of the Wellness Advocate's Organization and attempt to resolve the dispute promptly and amicably;

4. Provide training to ensure that product sales and opportunity meetings conducted by the Wellness Advocate's sales organization are conducted in accordance with the Contract and in accordance with any applicable laws, ordinances, and regulations;

5. Promptly resolve any disputes between the Wellness Advocate, other Wellness Advocates, and the sales organization of the Wellness Advocate; and

6. Respond to communication within a reasonable time period and educate those Wellness Advocates the Wellness Advocate enrolls and sponsors about the Company Policies.

7. Sponsor personal Enrollees in Company sponsored programs, such as Diamond or Silver Club.

F. Enroller and Sponsor Duty of Care. Enrollers and Sponsors have a responsibility and special duty of care to ensure that their actions or omissions do not cause or result in loss, harm or embarrassment to anyone in their Sales Organization or the Company, and must promptly act to rectify any such loss, harm or embarrassment.

At the time of signup, Enrollers should ensure that those they enroll are informed about who is to be their Enroller. Wellness Advocates should not leave the assignment of enrollership of a new Wellness Advocate to their upline or some other person.

G. Realignment of All or Part of an Organization. The Company reserves the right to move or realign a Sales Organization, or parts thereof, from Enrollers or Sponsors who violate the terms of this Policy Manual or who commit or are involved in conduct of moral turpitude as determined by the Company in its sole discretion. Nothing herein requires the Company to take any action, nor does it waive any rights by postponing or declining to do so.

Examples of conduct of moral turpitude may include but are not limited to: unwelcome sexual advances or communications, failure to repay debts, bankruptcy, physical harm, mischief or abuse, theft, and interference with family relationships. The Company will give 30 day's advance notice to any Enroller or Sponsor whose Sales Organization is being moved or realigned.

SECTION 9: Placement Policy, Line Switching, and Cross and Moving Prohibition

A. **Initial Placement.** When a new Wellness Advocate or Customer signs up, they will be placed on the first level of the Enroller.

B. **Placement Changes After Signup.**

1. Member with No Downline Placement.

   a. At any time prior to a new Wellness Advocate having a Downline, subject to the Company's approval, the Enroller may move the new Wellness Advocate one time to a different Sponsor anywhere in the Enroller's Organization and then placement is set.

   b. Upon Reactivation of a member without a Downline and subject to the Company's approval, the Enroller may move the Reactivated member as follows: i) if the member is on the Enroller's frontline at the time of Reactivation, the Enroller may move the Reactivated member one time to a different Sponsor anywhere in the Enroller's Organization, and then placement is set; or ii) if the member is not on the Enroller's frontline at the time of Reactivation, the Enroller may move the Reactivated member one time to a different Sponsor anywhere in the Enroller's Organization no later than the tenth (10th) day of the calendar month following Reactivation, and then placement is set.

   c. The Enroller may move a new Preferred Customer one time to a different Sponsor anywhere in the Enroller's Organization and then placement is set.

2. Wellness Advocate with Downline Placement.

   a. If a Downline is created under a new Wellness Advocate, the Enroller can move the new Wellness Advocate with Downline one time to a different Sponsor anywhere in the Enroller's Organization no later than the tenth (10th) day of the calendar month following the creation of Downline, and then placement is set. If Enroller does not move new Wellness Advocate with Downline by tenth (10th) of the month then placement is set.

3. Elite Move. A Platinum rank or higher who personally enrolls a new Wellness Advocate who (i) attains the rank of Elite within three (3) months of enrollment or Reactivation, and (ii) during the same calendar month in which the Wellness Advocate qualifies for the rank of Elite both (A) personally generates at least 1,500 in sales volume and (B) holds enrollership of at least five (5) new members, shall be permitted to place such Enrollee anywhere within the Enroller's Organization. The request must be submitted using the Elite Move form and received by the Company no later than the end of the calendar month in which the Wellness Advocate is first paid at the rank of Elite.

4. Final Placement. Upon a Wellness Advocate's final placement, the Company will normally not approve requests to place Wellness Advocates elsewhere in an Organization.

   a. Further placement changes are rare and must be specifically approved in writing by the Company's Exceptions Committee.

   b. Before authorizing a placement change, the Company will consider, among other factors, the following:

      i. Whether the Wellness Advocate to be moved has not been Active for at least six months (twelve months if Silver Rank or higher),

      ii. Whether the Wellness Advocate to be moved obtains written consent (verified by signatures or other means) of the Enrollers who are three levels above the Wellness Advocate and the Sponsors who are seven levels above the Wellness Advocate,

      iii. Whether the change will cause Rank advancement,

      iv. Whether a change of historical bonus payments will occur,

      v. Whether a Wellness Advocate has breached the Contract,

      vi. The effect of the change on the Organization, and

      vii. Any other relevant facts.

C. **Enrolling a Former Preferred Customer as a Wellness Advocate**: A Preferred Customer may upgrade to a Wellness Advocate, upon which they shall cease to be a Preferred Customer. If the upgraded Wellness Advocate does not have an existing Organization and, following the upgrade, personally enrolls a Preferred Customer or Wellness Advocate generating at least 100 PV in sales, the Enroller may place the upgraded Wellness Advocate in any position within the Enroller's Organization, no later than the tenth (10th) day of the calendar month following the month of such personal enrollment.

D. **Enrollership Reassignment.** The Company allows an Enroller to change enrollership of a Wellness Advocate (Enrollee) once, subject to Company approval. Additional enrollership changes merited by extenuating circumstances may be applied for and are subject to Company Exceptions Committee approval.

E. **Cross-Company and Cross-Line Moving Prohibited.**

1. **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 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 Wellness Advocate.

2. **Cross-Line Moving**. 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 Moving 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.

3. **Prohibition.** Wellness Advocates are prohibited from Cross-Company Recruiting or Cross-Line Moving. The use of a spouse or relative's name, trade names, assumed names, Corporations, or fictitious ID numbers to circumvent this policy is prohibited.

4. **Injunctive Relief Available to the Company.** Wellness Advocates stipulate and agree that Cross-Company Recruiting and Cross-Line Moving constitute an unreasonable and unwarranted interference with the contractual relationship between the Company and its Distributors, and conversion of the Company's property and misappropriation of the Company's trade secrets. Wellness Advocates further stipulate and agree that any violation of this rule will inflict immediate and irreparable harm on the Company, that the harm to the Company exceeds any benefit that the Wellness Advocate may derive, and that the Company 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 Contract. Nothing herein waives any other rights and remedies the Company may have in relation to the use of its Confidential Information or any other violations of the Contract. 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 Contract.

SECTION 10: Sales Compensation Plan

There are two fundamental ways in which a Wellness Advocate can earn bonuses: (1) through retail markups; and (2) through bonuses (sometimes called commissions) paid on a Wellness Advocate's product sales and the sales of other Wellness Advocates in his or her Sales Organization. A Wellness Advocate's success can come only through the systematic sale of Company products and the product sales within his or her Sales Organization.

Retail Markups. Wellness Advocates buy dōTERRA products from the Company at wholesale prices for resale to customers or for use as sales aids. The Company stipulates Maximum Retail Prices (MRP) as required by law. A Wellness Advocate may sell at any price up to the MRP; however, Wellness Advocates should not indulge in excessive underpricing of the product so as to be predatory and harmful to other Wellness Advocates.

Bonuses & Commissions. Compensation to Wellness Advocates is geared toward rewarding the sustained efforts of everyone from the beginning Wellness Advocate to the seasoned professional Wellness Advocate. Bonuses for sales outside your Local Market are subject to each Local Market's compensation plan and exchange rates. dōTERRA's bonuses include the Retail Profit Bonus, dōTERRA Sharing Bonus, Uni-level Bonus, Power of Three Bonus, Bonus Pools, Diamond Pools, and Founder's Club Bonus. Not all products or promotions from the Company generate bonuses and commissions. All products that will generate Bonuses or Commissions are assigned a Commissionable Volume value and/or a Personal Volume value.

A. **Definitions**

Commissionable Volume (CV): The sales order's PV converted to a Local Market's currency and expressed in the currency where the sales order is sold or the transaction is placed. CV is determined by the Company's pricing of the products and is used to calculate a Wellness Advocate's sales commissions in the applicable commission period. CV does not include products redeemed with Product Credit.

dōTERRA Company Volume (DCV): doTERRA Company Volume is the total amount of CV converted to USD sold to all Wellness Advocates, Preferred Customers, and Retail Customers in a monthly commission period. DCV does not include products redeemed with Product Credit.

Local Market Volume: The collective CV of all Wellness Advocates that live in a designated Local Market. Local Market Volume is a term used to define the Founder's Bonus.

Rewards Program (LRP): A program that permits monthly subscription orders to be processed according to a member's template.

Organizational Volume (OV): The total sales volume measured in PV of a Wellness Advocate, and of all other Wellness Advocates, Preferred Customers, and Retail Customers in the Wellness Advocate's Sales Organization. OV does not include products redeemed with Product Credit.

Personal Volume (PV): Each commissionable product sold through a member's account is assigned a product point value. PV is the total point value from a Wellness Advocate or Preferred Customer's individual account in a monthly commission period. Not all products have commissionable product point value. PV does not include products redeemed with Product Credit.

Personal Growth Volume (PGV): The sum of PV in a monthly commission period from LRP orders sold by a Wellness Advocate to their personal Enrollees that enrolled in the prior 12 monthly commission periods. PV in an Enrollee's initial enrollment month is not included in PGV. A Wellness Advocate's Enrollee is determined by the Company as of the date of Company's bonus calculation. PGV does not include products redeemed with Product Credit.

Pod: A term used in the Power of Three Bonus. A Pod consists of 500 or more PV, during a monthly commission period, from orders sold to Wellness Advocates and Preferred Customers on the Wellness Advocate's first sponsor level. At least 300 PV of the Pod must be derived from LRP orders, excluding orders placed in the first monthly commission period, and up to 200 PV may be derived from qualifying non-LRP orders. Pods do not include products redeemed with Product Credit.

Qualified Leg: A Qualified Leg is a Wellness Advocate Enrollee who attains a designated Rank within a separate sponsor leg of his or her Enroller. A Qualified Leg for Ranks Platinum and above, also includes a rank compression Qualified Leg, which permits a Platinum or above to qualify for Rank using the highest qualifying Wellness Advocate in each of their sponsor downlines, provided such qualifying Wellness Advocate is also within the Enroller's enrollment downline. For purposes of an Enroller's Rank qualification, each Qualified Leg must be within a separate sponsor downline of the Enroller.

Qualifying Volume (QV): A Wellness Advocate's individual PV, and his or her personally enrolled Retail Customer's PV in a monthly commission period. QV does not include products redeemed with Product Credit.

Retail Customer: A Retail Customer is a person with a retail account. Wellness Advocates that are compensated for their Retail Customer orders do not receive additional compensation through other commissions and bonuses.

Team Growth Volume (TGV): The sum of PV in a monthly commission period sold to new or reactivated Enrollees within a Wellness Advocate's designated sponsor tree level in the previous twelve (12) monthly commission periods. PV in an Enrollee's initial enrollment or reactivation month is not included in TGV. A Wellness Advocate's Enrollee month is determined by the Company as of the date of Company's bonus and commission calculation. TGV does not include compression sales volume or products redeemed with Product Credit.

B. **Bonuses**

1. **dōTERRA Sharing Bonus**
   Overview. A dōTERRA Sharing Bonus is paid to reward the accomplishment of a new Wellness Advocate or Reactivated member and the upline sponsor who helped him in achieving sales during the first 60 days of such a person joining. A dōTERRA Sharing bonus ensures that uplines are committed to help, support, motivate and guide all new Wellness Advocates during the most critical phase of early business. The Bonus is paid weekly to the Wellness Advocate's upline sponsor team leader for all Commissionable Orders sold in the first sixty (60) days by a new Wellness Advocate. The bonus is paid to the new Wellness Advocate's first level sponsor @ 25% and to his upline sponsor sales team leader @ 10%.

   As the payout under the compensation plan are based on demonstratable sales effort the upline needs to demonstrate the sales effort also by achieving sales of 100QV or above for the monthly commission period prior to the doTERRA Sharing Bonus calculation, and be participating in the Rewards Program (LRP). Unearned bonuses do not roll up to any other Enroller. The previous week's bonus (Monday through Sunday) is calculated and determined each week. Bonus is credited to your designated bank account weekly. No Uni-level Bonus (see below) is paid on these orders.

2. **Uni-level Bonus**
   Overview. The Uni-level Bonus is paid to Wellness Advocates each month. The Uni-level Bonus is based on the monthly CV of sales to the Organization of the Wellness Advocate. A particular month's Uni-level Bonus is dependent upon the monthly Rank for which the Wellness Advocate has qualified and the monthly Organizational Volume of the Wellness Advocate. The Qualifying Volume, Rank and Organizational Volume requirements must be met each month. By compression, essentially all uni-level is paid to Wellness Advocates. Sales on which the dōTERRA Sharing Bonuses are paid do not get included in the Uni-level volume. See, Figure 3.

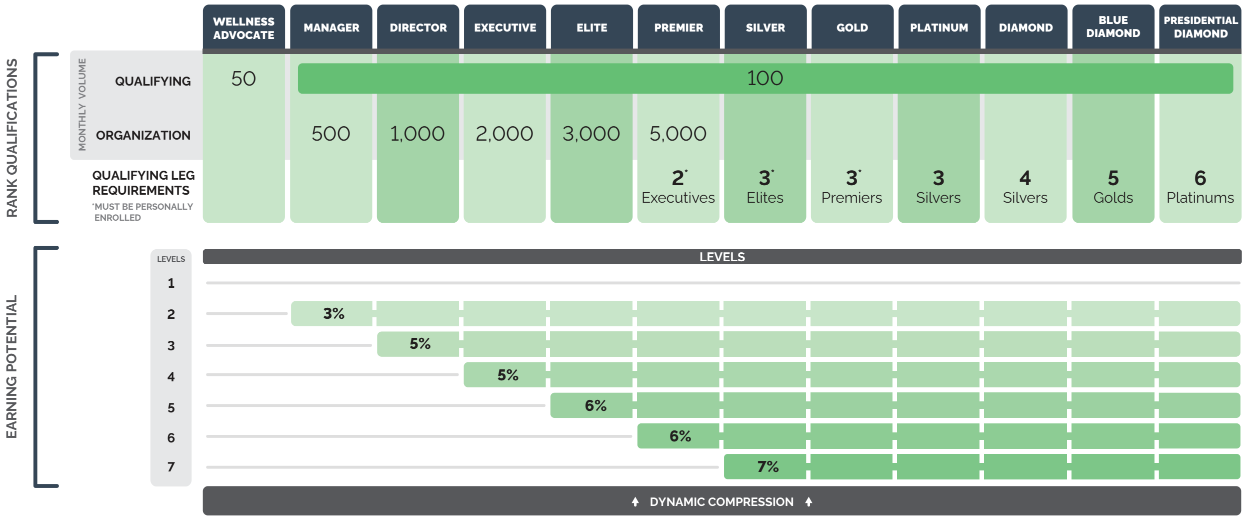

Figure 3

Achieving Ranks. Achievement of Rank is based on sales criteria to be accomplished in person i.e Qualifying Volume and also along with your sales team i.e Organizational Volume. For instance, the Manager Rank requires 100 QV and 500 OV.

Ranks and Levels. Each Rank corresponds to the number of organizational levels from which the Wellness Advocate can receive compensation. See, Figure 3. For example, the Rank of Executive receives compensation from levels 2, 3 and 4. Generally, as a Wellness Advocate advances in Rank, he or she is paid from deeper levels in his or her Organization, until he or she reaches Silver. All ranks from Silver to Presidential Diamond are eligible to earn at levels 2-7.

The percentage that is paid to a Wellness Advocate also changes from level to level. As delineated in Figure 3, the initial unilevel pays three percent (3%) and the percentage increases through the pin tiles until reaching seven percent (7%) on the seventh level. The commission cumulates levels of payment, so that an Executive will receive three percent (3%) for the initial unilevel, plus five percent (5%) for the respective next two levels.

To receive the full percentage of the deepest two levels of unilevel commission, Wellness Advocates achieving Ranks Elite through Gold must meet the following requisite TGV thresholds in each monthly commission period: Elites must have at least 100 PV sold to a personally enrolled Wellness Advocate or Preferred Customer and a minimum of 300 TGV within their first three (3) sponsor levels; Premiers must have a minimum of 400 TGV within their first four (4) sponsor levels; Silvers must have a minimum of 500 TGV within their first five (5) sponsor levels; and Golds must have a minimum of 600 TGV within their first six (6) sponsor levels.

Qualified Legs and Pin Tiles. To achieve certain Ranks, a Wellness Advocate must have Qualified Legs in their separate sponsor legs. See, Figure 3. For example, a Wellness Advocate wishing to attain the Rank of Silver is required to have three personally enrolled Elite Qualified Legs in separate sponsor legs. See, Figure 3. Wellness Advocate Ranks of Platinum and above are permitted to have personally enrolled Qualified Legs in separate sponsor legs, or rank compression Qualified Legs. Rank compression Qualified Legs permits Ranks Platinum and above to qualify for Rank using the highest qualifying Wellness Advocate in each of their sponsor downlines, provided such qualifying Wellness Advocate is also within the Enroller's enrollment downline.

Compression. The dōTERRA Sales Compensation Plan maximizes payment to Wellness Advocates through compression. When a Wellness Advocate's Rank does not qualify the Wellness Advocate to receive a commission of a level associated with higher Ranks, the commission will roll up and be paid to higher qualified ranked Wellness Advocates, except when an Elite through Gold does not qualify for their deepest two levels of unilevel commission.

Presidential Diamond Multiplier Account. A Wellness Advocate who has qualified at the rank of Presidential Diamond for six consecutive months is permitted to establish a multiplier account ("M1"). The M1 must be placed directly under their primary Presidential Diamond account ("PD1"). Upon any multiplier account qualifying as Presidential Diamond for six (6) consecutive months, the Company may approve the creation of an additional multiplier account (e.g. M2, M3), which must be placed on the frontline of the immediately preceding multiplier account and may not be placed elsewhere in the Organization. A multiplier account allows a Wellness Advocate to earn an additional level of unilevel commission. For example a M1 permits a Presidential Diamond to earn an eighth (8th) level of unilevel bonus.

The multiplier account only qualifies to receive commissions each month that the PD1 account is paid as a Presidential Diamond. If the PD1 account does not qualify as a Presidential Diamond in a given month, the multiplier account will not qualify for any commissions that month. Likewise, an additional multiplier account (e.g. M2, M3) only qualifies to receive commissions each month that the PD1 and each preceding multiplier account is paid as a Presidential Diamond. For example, to earn commissions on a M2 account, the Wellness Advocate's PD1 and M1 must also qualify for payment as Presidential Diamond in the same commission period. A multiplier account itself cannot be used as qualifying leg for rank advancement of the PD1 or another multiplier account. A multiplier account cannot qualify the PD1 or another multiplier account for Power of Three bonus. Multiplier accounts are not permitted to use Rank Compression to qualify using a qualifying leg that is also used by the PD1 or other multiplier account.

If a PD1 is at risk of failing to qualify for rank due to an unqualified leg, the Wellness Advocate may use a qualified leg from a multiplier account up to four (4) times in a calendar year to qualify their PD1. However, the multiplier account qualified leg used for the PD1 will not also qualify the multiplier account for rank. The sales volume sponsored to the multiplier account will still be counted toward Power of Three bonus for the multiplier account.

PGV and TGV for PD1 and multiplier accounts will be combined into one single calculation of the Presidential Diamond Wellness Advocate's PGV or TGV.

3. **Power of Three Bonus**

Overview. The Power of Three Bonus is to encourage Wellness Advocates to develop active sales teams and help others do the same. It is a monthly bonus paid to a sales team leader ranging from INR 3,500, INR 18,000, INR 70,000. A Wellness Advocate may also boost their Power of Three Bonus up to INR 18,000. Power of Three Bonuses are not available to Wellness Advocates in their initial month of enrollment. Following are the requisite qualifications for each Power of Three Bonus.

Level 1 Power of Three Bonus. To qualify for the INR 3,500 bonus, within a monthly commission period, a Wellness Advocate must have LRP order(s) totaling 100 PV or more and achieve one Pod that contains a minimum of 100 PV that is sold to personally enrolled Wellness Advocates or Preferred Customers.

Level 2 Power of Three Bonus. To qualify for the INR 18,000 bonus, within a monthly commission period, the Wellness Advocate must first meet the qualifications for the Level 1 Power of Three Bonus. The Wellness Advocate must then achieve a minimum Rank of Elite and have three sponsored Wellness Advocates on their first level who each have a Pod. A Wellness Advocate may qualify for a Level 2 Power of Three Bonus without a Wellness Advocate in that chain of sponsorship qualifying for a Power of Three Bonus.

Level 3 Power of Three Bonus. To qualify for the INR 70,000 bonus, within a monthly commission period, the Wellness Advocate must first achieve a minimum Rank of Silver and meet the qualifications for the Level 2 Power of Three Bonus. Their three sponsored Wellness Advocates on their first level, who each have a Pod, must then have each sponsored three Wellness Advocates who each have a Pod. A Wellness Advocate may qualify for a Level 3 Power of Three Bonus without a Wellness Advocate in that chain of sponsorship qualifying for a Power of Three Bonus. If a Wellness Advocate earns Level 3 Power of Three Bonus and their Organization's Power of Three monthly payments exceeds 15% of their Organization's CV, then the Wellness Advocate must reach the rank of Gold or higher to earn Level 3 Power of Three Bonus. If the Wellness Advocate does not reach the rank of Gold or higher, the Wellness Advocate is eligible to earn up to the Level 2 Power of Three Bonus.

Power of Three Boost. Each month a Wellness Advocate may earn one Boost to their Power of Three Bonus based on their highest qualifying PGV. Earn a INR 3,500 Boost by qualifying for a Level 1 Power of Three Bonus and having 400 or more PGV. Earn a INR 18,000 Boost by qualifying for a Level 2 Power of Three Bonus, and having 800 or more PGV. Boost bonuses do not cumulate from one Boost to the next and an Wellness Advocate account is only permitted one Boost per monthly commission period.

Power of Three Structures. If a Blue Diamond or higher qualifies for a INR 70,000 Power of Three in a monthly commission period, they may also qualify to be paid on a second structure. The Wellness Advocates, Preferred Customers and accompanying sales volume use to qualify in the first Power of Three structure cannot be used to qualify in the second Power of Three Structure.

All Wellness Advocates who qualified to earn on multiple Power of Three Structures on or before December 31, 2024, will be eligible to continue to earn on the bonus level of the existing additional structures, provided each existing structure meets the new Power of Three requirements. In the event a structure fails to earn six (6) times, such structure shall be no longer eligible as an additional Power of Three structure.

4. **Bonus Pools** – a bonus based on leadership performance.
Overview of the Bonus Pools. The Bonus Pools are earned and paid each month to Premier Ranks and above. The Bonus Pools collectively represent five percent (5%) of doTERRA Company Volume (DCV) —the Empowerment Pool (1.5%), the Leadership Pool (2%), and the Performance Pool (1.5%). See, Figure 4. A Wellness Advocate qualifies to be paid from these pools when the Wellness Advocate meets the Rank and designated pool requirements in a particular month. A share's monthly bonus is equal to the designated pool's percentage (1.5%, 1.5% or 2%), multiplied by the DCV for the same monthly commission period, and divided by the number of shares of Wellness Advocates who have qualified for a share or shares in the month.

PAID AS RANK	PREMIER	SILVER	GOLD	PLATINUM	DIAMOND	BLUE DIAMOND	PRESIDENTIAL DIAMOND
		Leadership Pool					
NO. OF POSSIBLE SHARES		1	5	10			
*TGV		—	—	—			
% OF DCV		2%					
	Empowerment Pool			Performance Pool			
NO. OF POSSIBLE SHARES	1	1	2	1 | 3	3 | 4	3 | 6	3 | 8
*TGV	1 share per 100 PV enrollment			4,000	6,000	12,000	18,000
% OF DCV	1.50%			1.50%			

Figure 4

Shares in the Empowerment Pool. A Wellness Advocate that qualifies as a Premier, Silver, or Gold and sells 100 PV or more to a new Wellness Advocate or Preferred Customer in a month, will receive one share in the Empowerment Pool. A Gold may qualify for a second share if they sell 100 PV or more to an additional new Wellness Advocate or Preferred Customer in the same monthly commission period. Shares do not cumulate from one Rank to the next. A share's monthly bonus is equal to the designated pool's percentage (1.5%) multiplied by the DCV for the same monthly commission period, and divided by the number of shares of Wellness Advocates who have qualified for a share in the monthly commission period.

Shares in the Leadership Pool. Each Silver receives one share in the Leadership Pool. Each Gold receives five shares in the Leadership Pool. Finally, each Platinum receives ten shares in the Leadership Pool. A Wellness Advocate can earn an additional share for the month if the Wellness Advocate is the Enroller of a first-time Elite. Shares do not cumulate from one Rank to the next. For example, a Wellness Advocate who moves from Silver to Gold is entitled to five shares, and not one share from the Silver pool and five from the Gold pool. A share's monthly bonus is equal to the designated pool's percentage (2%) multiplied by DCV for the same month, and divided by the number of shares of Wellness Advocates who have qualified for a share in the month.

Shares in the Performance Pool. Each Platinum receives one share in the Performance Pool. Each Diamond, Blue Diamond and Presidential Diamond receives three shares in the Performance Pool. A Wellness Advocate can earn two additional share for the month if the Wellness Advocate is the Enroller of a first-time Premier. A Wellness Advocate may also earn additional Performance Pool shares by meeting the applicable TGV threshold within their first seven (7) sponsor levels in each monthly commission period. A Platinum earns an additional two (2) shares when they meet a minimum of 4,000 TGV. Until January 1, 2026, a Diamond earns one (1) additional shares, a Blue Diamond shall earn three (3) additional shares, and a Presidential Diamond shall earn five (5) additional shares without a minimum TGV. Thereafter, a Diamond's additional one (1) require a minimum of 6,000 TGV. A Blue Diamond's additional three (3) shares requires a minimum of 12,000 TGV. A Presidential Diamond's additional five (5) shares requires a minimum 18,000 TGV. The applicable TGV thresholds shall be updated periodically and be published on www.doTERRA.com. Shares do not cumulate from one Rank to the next.

A share's monthly bonus is equal to the designated pool's percentage (1.5%), multiplied by the DCV for the monthly commission period, and divided by the number of shares of Wellness Advocates who have qualified for a share or shares in the monthly commission period.

5. **Diamond Pools** – a bonus based on leadership performance.
Overview of the Diamond Pools. The Diamond Pools operate in a similar fashion to the Bonus Pools. The pools are earned and paid each month. The Diamond Pools are paid in addition to the shares earned in the Performance Pool. Like the Bonus Pools, shares do not cumulate from one Rank to the next. A share's monthly bonus is equal to the designated pool's percentage (1%), multiplied by the doTERRA Company Volume (DCV) for the same monthly commission period, and divided by the number of shares of Wellness Advocates who have qualified for a share or shares in the monthly commission period. See, Figure 5.

PAID AS RANK	DIAMOND	BLUE DIAMOND	PRESIDENTIAL DIAMOND
	Diamond Pool	Blue Diamond Pool	Presidential Diamond Pool
NO. OF POSSIBLE SHARES	2 | 4	2 | 4	2 | 4
*TGV	6,000	12,000	18,000
% OF DCV	1%	1%	1%

Figure 5

Shares in the Diamond Pools. The Diamond Pool, Blue Diamond Pool, and Presidential Diamond Pool are each equal to one percent (1%) of the total DCV in the monthly commission period. See, Figure 5. Each qualifying Diamond, Blue Diamond and Presidential Diamond receives two (2) share each monthly commission period. A Diamond, Blue Diamond, and Presidential Diamond may earn two (2) additional shares in a monthly commission period when they meet the applicable TGV threshold within their first seven (7) sponsor levels. A Diamond's TGV threshold is 6,000. A Blue Diamond's TGV threshold is 12,000. A Presidential Diamond's TGV threshold is 18,000. The applicable TGV thresholds shall be updated periodically and be published on www.doTERRA.com.

Additional One-Time Shares in Diamond Pools. A Presidential Diamond, Blue Diamond, and Diamond may qualify for additional shares as follows: A Presidential Diamond shall receive a one-time share in the Presidential Diamond Pool when another Wellness Advocate first attains the Silver Rank and the Wellness Advocate was personally enrolled by the Presidential Diamond. A Diamond or a Blue Diamond shall receive a one-time share in the Diamond Pool or the Blue Diamond Pools when another Wellness Advocate first attains the Premier Rank and the Wellness Advocate was personally enrolled by the Diamond or Blue Diamond.

6. **Founder's Bonus** - a bonus based on market development.
Overview. As an incentive to Wellness Advocates who do business in new Local Markets, dōTERRA offers a Founders Bonus based on market development. The Founders Bonus is paid yearly. A Founder is one of a predetermined number of Wellness Advocates in a Local Market who is one of the first to achieve and continue to maintain certain requirements established by the Company for that market. A Founder will share with other Founders a bonus based on a certain percentage of the Local Market Volume.

Qualification. Each market's qualifications will be posted in the Local Market specific section of at dōTERRA.com. Each qualification period will be twelve months unless otherwise indicated. Once a Wellness Advocate reaches the position of Founder, each year he must qualify, without Rank

Compression, to maintain the position by reaching the pre-determined qualifications for that twelve-month period. The Company will post notice of changed qualifications prior to the beginning of the next qualifying period.

In the event a Founder fails to re-qualify or otherwise loses the Founder position, the position is no longer available to the Founder or to another Wellness Advocate and ceases to exist. The percentage of interest will not change if the actual number of qualified Founders changes. Founder positions are unique to the Wellness Advocate who initially qualified. The position cannot be conveyed, transferred, gifted or sold to another Wellness Advocate or Person and does not extend beyond the death of the individual Founder. Not every market will be offered Founders positions.

The Company reserves the right to offer, at its discretion and upon proper notification and approval from relevant authorities, additional Founders Bonuses, each version of which will correspond to and be paid from certain designated sales blocks of Local Market Volume.

7. **The Rewards Program**
Overview. Wellness Advocates and Preferred Customers can ensure to receive monthly deliveries of dōTERRA products by enrolling in the Rewards Program (LRP). LRP eliminates the inconvenience of placing monthly orders manually.

Earning Product Credits. A Wellness Advocate or Preferred Customer's initial LRP Order may be eligible for Product Credits, and subsequent LRP Orders that are at least 50 PV each month are eligible to for Product Credits each month.

Redemption of Product Credits. After the Wellness Advocate or Preferred Customer has been an LRP participant for 60 days, he may redeem Product Credits for 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 an INR 225 fee, for each 100 Product Credit redemption, by calling (080) 6985 5655. Products obtained with LRP Product Credits are not for resale, nor can such product be returned. If products are returned, the Company has the right to recoup and deduct the amount of Product Credits that were used to acquire the returned products against any award of future Product Credits. 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 primary LRP order may only be cancelled by calling the Company. Any subsequent LRP order can be cancelled online.

Acting on Behalf of Another. A Wellness Advocate may not set up an LRP order on behalf of another participating Wellness Advocate or Preferred Customer, without written permission from the participating Wellness Advocate or Preferred Customer, which written permission must be on file with the Company prior to setting up the order. Such an order must be paid for by the participating Wellness Advocate or Preferred Customer and must be shipped to the primary address listed on the participant's account.

8. **Special or Promotional Bonuses or Rewards**
From time to time, special bonuses or promotions are offered to Wellness Advocates and Customers. The products offered in this way may or may not have any PV and may not qualify a Wellness Advocate for bonuses resulting from the ordering of these products. The details of each of these offerings will be made available at dōTERRA.com.

9. **General and Miscellaneous Compensation Provisions**

No Compensation Solely for Enrolling Another. While Wellness Advocates are paid for product sales, a Wellness Advocate receives no compensation for enrolling or sponsoring other Wellness Advocates.

No Guaranteed Compensation. As with any other sales opportunity, the compensation earned by Wellness Advocates varies significantly. People become Wellness Advocates for various reasons. Most who wish to simply enjoy the Company's products at wholesale prices will sign up as a Preferred Customer, but may also sign up as a Wellness Advocate. Some join the business to improve their skills or to experience the management of their own business. Others become Wellness Advocates, but for various reasons, never purchase products from the Company. Consequently, many Wellness Advocates never qualify to receive bonuses. Wellness Advocates are neither guaranteed a specific income nor assured any level of profit or success. The profit and success of a Wellness Advocate can come only through the successful sale of products and the sales of other Wellness Advocates within the Organization of the Wellness Advocate. All success is based primarily on the efforts of each Wellness Advocate.

Effort. Generating meaningful compensation as a Wellness Advocate requires considerable time, effort, and commitment. This is not a get-rich-quick program. There are no guarantees of financial success.

Inclusion in a Period's Bonus. A Person must become an approved Wellness Advocate by the last day of the applicable commission period in order to be included in that commission period's bonus and qualification computations. Absent an authorized exception, product sales must be completed, and payment received, by the last day of the commission period in order to be paid or qualify for a Rank for that period.

Preconditions to Bonus & Commission Payments. Wellness Advocates can receive bonuses or commissions only if they fulfill all requirements of the dōTERRA Sales Compensation Plan and are not in default of any material obligations under the Contract. In order to promote good business practices, Wellness Advocates agree that all Bonuses and Commissions may be subject to Company auditing processes.

To facilitate recoupment of overpayments and exceptions to the Bonus and Diamond Pools because of product returns and/or audits, the Company is permitted to estimate overpayment amounts and then withhold said estimated funds from the monthly Bonus Pool and Diamond Pool payouts. The Company will regularly true-up the Bonus and Diamond Pools payments by recouping actual overpayments from the held funds and/or future Bonus Pool and Diamond Pool payments. If held funds exceed overpayments after one year from payment, the Company will regularly true-up the payments of Bonus Pools and Diamond Pools from the held funds.

Payment of Bonuses & Commissions. A bonus or commission is paid to the primary applicant on the applicable Wellness Advocate Agreement Form.

Concentrated Legs. In the event the volume from one leg of a Wellness Advocate's Organization exceeds eighty percent (80%) of the Wellness Advocate's total Organization volume, the total Uni-level Bonus of the Wellness Advocate shall not exceed USD $2,000.00 if the Wellness Advocate holds the Rank of Elite; USD $5,000.00 if the Wellness Advocate holds a Rank of Premier; USD $11,000.00 if the Wellness Advocate holds a Rank of Silver; and USD $18,000.00 if the Wellness Advocate holds a Rank of Gold. Once the Rank of Platinum is achieved, there is no cap on the Uni-level Bonus. (The bonus mentioned here is in USD and is subject to change/revision from time to time based on currency exchange rates. Kindly note that bonuses are distributed in local currency (INR) only.)

Redemption of Company Credit. If a Company Credit is issued on products ordered but not available that month, Personal Volume for those products will only be included in bonus, commission and Rank qualification computations for the month in which that credit is redeemed.

Duty to Retain Documents. Each Wellness Advocate receiving a bonus agrees to retain documentation, for at least six years, which evidences retail sale of products and services in the month for which the bonus was paid. Wellness Advocate agree to make this documentation available to the Company at the Company's request. Failure to do so constitutes a breach of the Contract and entitles the Company to recoup any bonus paid for orders in a month for which retail sales documentation is not maintained.

Recoupment of Bonuses. In addition to any recoupment rights otherwise set forth in the Contract, the Company reserves the right to recoup any bonuses paid to Wellness Advocates on products:

a. returned under the Company's Return Policy;

b. returned to the Company under any applicable law;

c. returned in relation to any incident of Wellness Advocate misconduct, including but not limited to, unauthorized or misleading representations regarding an offer or sale of any product, or a dōTERRA Sales Compensation Plan opportunity; or

d. purchased in an amount which unreasonably exceeds that which can be expected to be resold and/or consumed within a reasonable period of time.

Payment of Recouped Bonuses & Commissions. In recouping bonus and commission payments as provided in this section, the Company, in its sole discretion, may require direct payment from an affected Wellness Advocate or offset the amount of the recoupment against any present or future bonuses.

Returned Bonus Cheque Fees. Occasionally, a Wellness Advocate may ask the Company to reissue a lost bonus cheque. The Company may charge a fee to reissue the lost cheque. In addition, the Company, in its own discretion, may request the issuing financial institution to stop payment on the original (lost) check, and the Wellness Advocate must pay to the Company the stop payment fee.

Unclaimed Funds. A Wellness Advocate who fails to timely (as determined by relevant state laws) cash a cheque, or otherwise fail to accept payment of any bonus or commission paid by the Company authorizes the Company to charge dormancy charges, interest charges, fees, and document costs to the extent permitted by law. Document fees shall not exceed INR 1,850 per document or notice sent to the Wellness Advocate, and the total of dormancy charges, interest charges, fees, and document costs shall not exceed INR 3,700 during a twelve month period.

SECTION 11: Product Claims

A. **Regulatory Standards.** Many products fall under health supplement and cosmetic product classifications set forth by FSSAI and Drugs Controller General through Central Drugs Standard Control Organization (CDSCO) of India, respectively. The FSSAI regulates and oversees the production and sale of health supplements and CDSCO regulates and oversees the production and sale of cosmetic products to assure their safety and proper representation to the public. The FSSAI and Drugs and Cosmetics Act also has labeling and packaging standards with which the Company must comply.

B. **Claims and Representations.** Wellness Advocates may not use, and dōTERRA does not support Wellness Advocate's use of any claims and representations in relation to dōTERRA and dōTERRA products that violates any applicable laws, regulations and guidelines including those laws, regulations and guidelines promulgated by the FSSAI and CDSCO and other regulatory bodies.

C. **Permissible Claims.** A Wellness Advocate may represent that dōTERRA products are safe to use and are:

1. specifically formulated to support wellness; and
2. intended to improve personal appearance.

D. **No Curative or Drug Claims.** A Wellness Advocate may not make any medical claim for any product nor specifically prescribe any given product as suitable for any specific ailment, as that type of representation implies the products are drugs rather than nutritional supplements or cosmetics. Under no circumstance should these products be likened to drug products prescribed for the treatment of specific ailments or that such products alleviate disease symptoms or prevent diseases and disorders. While the Company makes every effort to achieve full compliance with complicated and periodically amended regulations, no Wellness Advocate should state or infer that any product is approved by FSSAI, CDSCO, Department of Health or any other government regulatory organization.

E. **Disclosure.** When promoting dōTERRA or dōTERRA products, a Wellness Advocate must disclose the fact that the Wellness Advocate is a dōTERRA Wellness Advocate who receives Bonuses and commissions from the Company.

SECTION 12: Advertising and Use of the Company's Intellectual Property Rights

A. **dōTERRA Intellectual Property.** dōTERRA Intellectual Property, including its trademarks, service marks, trade names, trade dress, and the content of its publications, are valuable assets. By using dōTERRA Intellectual Property, Wellness Advocates agree and acknowledge that there exists great value and good will associated with the dōTERRA Intellectual Property, and acknowledge that the Company has all rights to the property and that the good will pertaining thereto belongs exclusively to the Company. Further, Wellness Advocates also acknowledge that the intellectual property has a secondary meaning in the mind of the public. Intellectual property is protected by India and international copyright and trademark laws and other proprietary rights. These rights are protected in all forms, including media and technologies existing now or hereinafter developed.

The Content in Company 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.

B. **Definitions**.

1. **Apparel**: Apparel includes T-shirts, hats, and other clothing articles.
2. **Allowed Content**: Allowed Content means only the Content consisting of the Brochure, Flyers, Images, Presentations, and Videos which is quoted or published in the dōTERRA Tools Section of https://www.doterra.com/IN/en_IN, and that is related to the Local Market in which a Wellness Advocate markets products or recruits other Wellness Advocates.
3. **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 include Computer and Telephone Based Media.
4. **Company Approved Sales Aids**: Marketing materials approved for use in a specific Local Market designated in writing by the Company.
5. **Company Produced Sales Aids**: Company Produced Sales Aids means marketing materials created and distributed by the Company for use in a specific Local Market designated in writing by the Company
6. **Computer and Telephone Based Media**: The transmission or display of any Content by e-mail, static websites, or Social Media; and telephone or smart phone based transmissions or display.
7. **Content**: Content means any text, graphics, logos, audio clips, video, photographs, software, or dōTERRA Intellectual Property which is found in the Company Produced Sales Aid(s) or, https://www.doterra.com/IN/en_IN.
8. **dōTERRA Intellectual Property**: dōTERRA
   Intellectual Property means all intellectual property which dōTERRA Holdings, LLC 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.
9. **Media Specific Guidelines**: Media Specific
   Guidelines are Local Market specific guidelines which set usage standards of Allowed Content for a particular format. Media Specific Guidelines must be adhered to and are posted on https://www.doterra.com/IN/en_IN.
10. **Merchandise**: Any item that bears dōTERRA Intellectual Property that is not Apparel, Cinematic Media, Company Approved Sales Aids, Company Produced Sales Aids, Computer and Telephone Based Media. Merchandise includes Sales Aid intended to be sold or sold to third parties..
11. **Sales Aid**: Any material, whether physically printed or in digital form, used in the offer or sale of Company products, recruitment of prospective Wellness Advocates, or training of Wellness Advocates, which makes reference to the Company, the Company products, the Sales Compensation Plan, or dōTERRA Intellectual Property.
12. **Social Media**: The use of web-based and mobile technologies to turn communication into an interactive dialogue.

C. **Allowed Uses**.

1. Subject to the Conditions of Use, Wellness Advocates are permitted to use Allowed Content in the following instances:

a. The creation and use of Sales Aids.

b. The creation and use of a Computer or Telephone Based Media.

2. Subject to the Conditions of Use, Wellness Advocates are permitted to use Allowed Content, with written approval from the Company, in the following instances: Apparel, Cinematic Media, use on buildings and signs, Merchandise, and paid advertising online.

D. **Conditions of Use.** The Allowed Uses of Allowed Content are conditioned on the following:

1. **Media Specific Guidelines.** Allowed Content may only be used for Apparel, Cinematic Media, on buildings and signs, and Merchandise according to the Media Specific Guidelines found at of https://www.doterra.com/IN/en_IN for the specific Local Market in which the Wellness Advocate is doing business.

2. **Context and True Statements.** Wellness Advocates may not use Allowed Content in violation of the Policy Manual or 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.

3. **Claims and Representation Concerning dōTERRA Products.** Wellness Advocates may not use, and dōTERRA does not support the use of any content that violates Indian, including those laws promulgated by the Department of Health and Family Welfare, Drugs Controller, FSSAI, the Consumer Council and other regulatory bodies (see, Section 11).

4. **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. The following examples are unacceptable variations: "do'TERRA" or "doughTERRA" or deTIERRA"

5. **Slogans and Taglines.** Wellness Advocates may not add to, subtract from, or modify in any way Company slogans or taglines. For example: Changing "Gift of the Earth" to "Gift from the Earth" or "Earthly Gifts"

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

7. **Best Light.** All Allowed Content must be shown only in the best light, in a manner or context that reflects favorably on the Company and its products.

8. **Endorsement or Sponsorship of a Third Party.** Wellness Advocates may not use Allowed Content in a manner that would imply the Company's affiliation with or endorsement, sponsorship, or support of any third party product or service, or any political cause or issue.

9. **Use in Computer or Telephone Based Media.** The following sections apply to Computer and Telephone Based Media.

a. **Headers and Titles.** Except for in a dōTERRA Replicated Website or a dōTERRA approved Certified Websites, the name "dōTERRA" may not be used, in any title, subtitle, or header to Computer or Telephone Based Media. dōTERRA branded Facebook pages, Instagram pages, Pinterest pins, blogs, or YouTube channels or similar such social media are not permitted.

b. **Websites.** All dōTERRA Wellness Advocates wishing to have a static online dōTERRA presence may only use a dōTERRA approved website. To set up your own dōTERRA approved website please contact compliance@dōTERRA.com. No approved 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, dōTERRA product names or pictures, etc.).

c. **Social Media.** Wellness Advocates with a Social Media presence, either personal or business, should review the static content regularly and scrub it to delete any claims in the comment or third party sections that are not legal. dōTERRA branded Facebook pages, Instagram pages, Pinterest pins, blogs, or YouTube or Vimeo channels or similar such social media presence are not permitted.

d. **Disclaimer.** Except for the dōTERRA Replicated Website, 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 owner of the site bears all responsibility for the content.

e. **Domain Names**. Wellness Advocates may not use dōTERRA Intellectual Property name(s) in a domain name without express written approval from the Company, which consent shall be within the sole discretion of the Company. Such use must also be through a written use agreement signed with the Company. Examples of use that are not acceptable: “dōTERRA.com” “dōTERRAcompany.com” “dōTERRAcorporate.com,” etc. Wellness Advocates should consult the Media Specific Guidelines of their Local Market.

f. **Data Security and Privacy Policy**. Wellness Advocates must comply with data security and privacy laws and also implement a written privacy policy that protects any information gathered from the website from being sold or used by anyone else.

g. **Spam Prohibition.** Wellness Advocates may not Spam. Spamming includes, but is not necessarily limited to: (1) sending unsolicited email messages that contain any email or web addresses from a Wellness Advocate’s account to online users; (2) posting message that contain the Wellness Advocate’s service address in new groups that are unrelated to the Wellness Advocate’s products; (3) creating false “from sources” in an email message, or newsgroup posting with the Wellness Advocate’s service address, thereby giving the impression that the message originated from the Company or its network of Wellness Advocates; (4) sending unsolicited emails or faxes 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. All Company 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.

10. **Proper Use of Trademarks**. Wellness Advocates must properly use Allowed Content containing 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.

11. Use of Allowed Content Within India:

a. Wellness Advocates should not use trademark symbols on product communications that will be distributed in India.

b. Use of one of the following credit notices is appropriate:

_________ iis a trademark of dōTERRA Holdings, LLC, registered in the U.S. and other countries.

_________ is a trademark of dōTERRA Holdings, LLC.

E. **Acknowledgement and Protection of Rights**

1. **Acknowledgment of Rights**. Wellness Advocates agree that all Allowed Content is owned exclusively by dōTERRA Holdings, LLC, or licensed to dōTERRA Holdings, LLC. Except for the limited rights granted by the Contract for the term of the Contract, Wellness Advocates acknowledge that the Company 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 the Company to protect the Company’s rights in the intellectual property at the Company’s request.

2. **Agreement to Protect**. Wellness Advocates agree to assist the Company to the extent necessary in the procurement of any protection or to protect any of the Company’s rights to the Allowed Content.

3. **Assignments**. Wellness Advocates agree that nothing contained in the Contract shall be construed as an assignment or grant to the Wellness Advocate of any right, title or interest in or to the Content or Allowed Content, it being understood that all rights relating thereto are reserved by the Company, except for the right to use the Allowed Content as expressly provided in the Contract. Wellness Advocates agree that at the termination or expiration of the Contract, Wellness Advocates will be deemed to have assigned, transferred and conveyed to the Company any trade rights, equities, good will, 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 the Company 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 Contract.

4. **Termination.**

   a. Wellness Advocates may not terminate the rights granted to the Company in this Section 12.

   b. A Wellness Advocate's rights granted in this Section 12 may be terminated by the Company upon notice without the opportunity to cure should the Wellness Advocate do any of the following:

      i. File a petition in bankruptcy or a petition to take advantage of any insolvency act;

      ii. commit any act of dishonesty;

      iii. fail or refuse to perform any other obligation created by this Contract or any other agreement between the Wellness Advocate and the Company or its affiliates;

      iv. make any misrepresentations relating to the acquisition of the rights granted herein, or engage in conduct which reflects unfavorably on the Company or upon the operation and reputation of the Company's business; or

      v. be convicted of an indictable criminal offence or any other criminal misconduct which is relevant to the Contract.

   c. 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 12 shall be without prejudice to any rights which the Company may otherwise have against the Wellness Advocate.

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

6. **Remedies.** Each Wellness Advocate acknowledges and agrees that compliance with the terms of this Section 12 is necessary to protect the goodwill and other proprietary interests of the Company. Accordingly, Wellness Advocates agree that in the event of any breach of this Section 12

   a. The Company shall be entitled to injunctive relief and/or specific performance;

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

   c. Wellness Advocates further stipulate and agree that any violation of this rule will inflict immediate and irreparable harm on the Company, that the harm to the Company exceeds any benefit that the Wellness Advocate may derive, and that the Company 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 Contract. Nothing herein waives any other rights and remedies the Company may have in relation to the use of its Confidential Information or any other violations of the Contract.

E. **Additional Advertising Provisions**

1. Wellness Advocates may not answer the phone as "dōTERRA" or imply they represent the Company or are more than a Wellness Advocate.

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

3. No specific income may be promised.

4. All media inquiries must be immediately referred to the Director of Marketing Communications for the Company.

5. No release shall be made to the news media or to the general public relating to the Contract without the prior written approval of an authorized executive officer for the Company.

6. 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 the Company. 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.

7. Wellness Advocates agree to release and discharge the Company, 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 the Company, including any claims for defamation or false representations.

SECTION 13: Retail Store, Service Establishment Sales and Trade Show Policy

A. **Retail Store Policy.** A Wellness Advocate shall not sell products and/or promote the dōTERRA business opportunity through retail stores such as health food stores, grocery stores, and other such establishments

B. **Online Sales.** Wellness Advocates shall not sell dōTERRA products through online auctions or mall sites, including but not limited to Walmart.com, Flipkart.com, Indiamart.com, Taobao.com, Alibaba, Tmal.com, Tencent platforms, Yahoo!, eBay or Amazon, unless they obtain written authorization from Company.

C. **Service Establishments.** Wellness Advocates may sell products through service establishments that provide services related to the products. For example, dōTERRA products may be sold through the offices of doctors and other healthcare professionals, health clubs, spas, and gyms. Hospitals may not be enrolled without written permission from compliance and legal departments.

D. **Suitability.** The Company 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. The Company's granting of permission in a particular case does not waive its right to enforce this policy in any and all other cases

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

1. Complete and submit to the Company an Event Submission Form. This form can be located in the online dōTERRA Virtual Office.

2. In order to obtain a booth and secure exclusive rights, the Company must receive a form requesting permission to participate at least four weeks prior to the show.

3. The Company reserves the right to only allow one booth representing the Company 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 Company-produced Wellness Advocate banner, to display in the booth, is required. Exclusive rights are granted in the sole discretion of the Company.

4. 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 Company-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.

5. The Wellness Advocate will not make any earnings representations without using Company's current full earnings disclosure. Wellness Advocates may not make lavish lifestyle income claims.

6. 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.

7. During the Convention the Wellness Advocate must personally comply with the Policy Manual 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.

8. In addition to the other remedies provided in the Policy Manual, the Company reserves the right to deny future Convention participation for any policy violation at a Convention.

9. The Wellness Advocate shall be responsible and liable of obtaining the any or all the permissions required to be obtained from the government as per the applicable rules, regulations and by-laws for such trade shows.

SECTION 14: International Business

A. **Permissible Activity in Unopened Markets.** Prior to the official opening of an Open Local Market, permissible Wellness Advocate activity in an unopened Local Market is limited to providing business cards and conducting, organizing or participating in meetings where the number of attendees at any given meeting, including the Wellness Advocate, does not exceed five. Participants in such meetings must be personal acquaintances of the Wellness Advocate or personal acquaintances of the Wellness Advocate's personal acquaintances in attendance at the meeting. The meetings must be held in a home or a public establishment but may not be held in a private hotel room. All cold calling techniques (soliciting persons who are not prior personal acquaintances of the contacting Wellness Advocate) are strictly prohibited in unopened Local Markets

B. **Prohibited Acts in Unopened Local Markets.**

1. A Wellness Advocate may not conduct business in or with countries, persons, or groups against which the United States, the European Union, or any other applicable government authority, has instituted sanctions (including but not limited to Crimea Region/Sevastopol, the so called Donetsk People's Republic (DNR)/Luhansk People's Republic (LNR), Cuba, Iran, and North Korea).

    a. The prohibition includes, but is not limited to, the absolute requirement that a Wellness Advocate will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any physical goods commodities, intangible goods (such as software or technology) to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, the United States, the European Union, or any other applicable government authority. A Wellness Advocate may not import or facilitate the importation of, sale, gift, or distribution of, Company products, services, or product samples.

2. A Wellness Advocate may not import or facilitate the importation of, sale, gift, or distribution of, Company products, services, or product samples.

3. A Wellness Advocate may not place any type of advertisement or distribute promotional materials regarding the Company, its products or the opportunity, except Company Produced Sales Aids, which are specifically authorized for distribution in unopened Local Markets.

4. A Wellness Advocate may not solicit or negotiate any agreement for the purpose of committing a citizen or resident of an unopened Local Market to the opportunity, a specific Enrolling Sponsor or specific line of sponsorship. Furthermore, Wellness Advocates may not sign up citizens or residents of unopened Local Markets in an Open Local Market or by using Wellness Advocate Agreements from an Open Local Market, unless the citizen or resident of the unopened Local Market has, at the time of sign up, permanent residence and the legal authorization to work in the Open Local Market. It is the Enrolling Sponsor's responsibility to ensure compliance with residency and work authorization requirements. Membership or participation in, or ownership of a company, partnership or other legal entity in an Open Local Market does not by itself fulfill the residency or legal authorization to work requirements. If a participant to a Distributorship fails to provide verification of residency and work authorization when requested by the Company, the Company may, at its election, declare a Wellness Advocate void from its inception.

5. A Wellness Advocate may not accept money or other consideration, or be involved in any financial transaction with a potential Wellness Advocate which rents, leases, or purchases facilities for the purpose of promoting or conducting Company-related business.

6. A Wellness Advocate may not promote, facilitate, or conduct any type of activity which exceeds the limitations set forth in this Policy Manual or which the Company, in its sole discretion, deems to be contradictory to the Company's business or ethical interests in international expansion.

C. **Activity in Local Markets.** Wellness Advocates conducting business outside their Local Market are subject to and shall comply with the dōTERRA Policy Manual applicable for the Local Market in which the Wellness Advocate is conducting business. Wellness Advocates marketing products outside their Local Market shall comply with the applicable Local Market business opportunity and product claim policies when marketing the Company as a business opportunity or its products in the Local Market.

D. **Foreign Corrupt Practices Act & Prevention of Corruption Act.** All dōTERRA Wellness Advocates must comply with the United States Foreign Corrupt Practices Act (FCPA) and Prevention of Corruption Act. For a full explanation of the FCPA, see the dōTERRA handout on http://dōTERRA.com/US/en/. A person or organization is guilty of violating the FCPA if there is:

1. a payment, offer, authorization, or promise to pay money or anything of value;

2. to a foreign government official (including a party official or manager of a state-owned concern), or to any other person, knowing that the payment or promise will be passed on to a foreign official;

3. with a corrupt motive;

4. for the purpose of (i) influencing any act or decision of that person, (ii) inducing such person to do or omit any action in violation of his lawful duty, (iii) securing an improper advantage, or (iv) inducing such person to use his influence to affect an official act or decision

5. in order to assist in obtaining or retaining business for or with, or directing any business to any person.

E. **No Exclusive Local Markets or Franchises.** There are no exclusive Local Markets or franchises. A Wellness Advocate has the right to operate anywhere in the Wellness Advocate's country of residence.

F. **Prohibited Local Markets.** It is expressly prohibited to conduct pre-marketing and/or business in or with countries, persons, or groups against which the United States, the European Union, or any other applicable government authority, has instituted sanctions (including but not limited to Crimea Region/Sevastopol, the so called Donetsk People's Republic (DNR)/Luhansk People's Republic (LNR), Cuba, Iran, and North Korea). The Company reserves the right to designate certain Local Markets wherein all pre-marketing conduct is expressly prohibited. It is the responsibility of each Wellness Advocate, prior to each instance of conducting pre-market opening activities in an unopened market, to verify through current contact with the Company that the Local Market in which she plans to conduct those activities is not a prohibited Local Market. A Wellness Advocate may obtain a list of prohibited Local Markets by calling the Company.

G. **Violation of International Policy.** In addition to other remedies allowed by the Contract, a Wellness Advocate who fails to comply with any provision of this Section 14 may be prohibited from participating in the affected international market for a period deemed appropriate by the Company. This prohibition could include but is not limited to the following:

1. the Wellness Advocate may have no right to international distribution/sponsorship rights in the affected Local Market;

2. the Wellness Advocate and the Wellness Advocate's upline may not be entitled to Bonuses generated by the and the Wellness Advocate's Downline Organization in the respective Local Market;

3. Additionally, in all markets, for a period of up to one year, the Wellness Advocate may not be entitled to privileges traditionally afforded Wellness Advocates such as recognition at corporate events or in corporate literature, and receipt of new Wellness Advocate sign up materials prior to the official opening of any new market.

A Wellness Advocate who has been unable to participate in a market because of non-compliance with Section 14 of this Policy Manual must petition the Company in writing for written permission to participate in the market after the period of prohibition has passed.

H. **No Waiver of Other Rights.** The provisions of this Section 14 do not waive the Company's rights as set forth elsewhere in the Contract

SECTION 15: Payment of Taxes

A. **Income Tax.** A Wellness Advocate accepts sole responsibility for all self-employment and income taxes due to income earned as a dōTERRA Wellness Advocate. At the end of each calendar year, dōTERRA will provide a statement of earnings for tax purposes to each Wellness Advocate with an annual income at or over the minimum required to be reported to the Indian Income Tax Department. To the extent required by law, the Company will send notification of the Wellness Advocate's product purchases and Bonus payments to relevant tax authorities.

B. **Goods and Services Tax in relation to purchase of dōTERRA products and services by Wellness Advocates.** Wellness Advocates will be solely responsible for the GST under the Goods and Services Tax Act which is charged or chargeable under the laws of India in relation to the purchase of dōTERRA products and services under Section 5 above, and the GST will be paid to the Company in addition to the purchase price of the dōTERRA products and services provided for under the Contract. Wellness Advocates will indemnify and hold the Company harmless from and against any liability for any GST which may be imposed on the Company in relation to such purchase.

C. **Goods and Services Tax in relation to sale of dōTERRA products and services by Wellness Advocates.** If and to the extent required under the laws of India, Wellness Advocates shall be solely responsible for charging, collecting and accounting to the India tax authorities any GST charged or chargeable on the resale of dōTERRA products and services by Wellness Advocates.

SECTION 16: Product Liability Claims

A. **Company Defence of Claims.** 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 the Company in writing of any such claim, no later than ten (10) days from the date of the third party claimant's letter alleging injury. Failure to so notify the Company shall alleviate any obligation of the Company respecting such claim. Wellness Advocates must allow the Company to assume the sole and absolute discretion respecting the defense of the claim, and use and choice of counsel as a condition to the Company's obligation to defend them.

B. **Exceptions to Indemnification of Wellness Advocate.** The Company shall have no obligation to indemnify a Wellness Advocate if:

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

Section 17. Authorized Use of Wellness Advocate's Information

Wellness Advocate consents to the collection, recording, organization, structuring, storage, adaption, alteration, retrieval, use of the Personal Data and Sensitive personal Data by the Company in terms of the Privacy policy of the Company which forms part of this Agreement.

A. **Wellness Advocate Lists.** Lists of Wellness Advocates and all contacts generated therefrom ("Lists") are the confidential property of dōTERRA. The Company has derived, compiled, configured, and currently maintains the Lists through the expenditure of considerable time, effort, and monetary resources. The Lists in their present and future forms constitute commercially advantageous assets and trade secrets of the Company. The right to disclose Lists and other Wellness Advocate information maintained by the Company is expressly reserved by the Company and may be denied at the Company's discretion.

B. **Confidentiality of Lists.** Vendors, suppliers, or other persons obtaining access to Lists of Wellness Advocates through their production or distribution of that material contractually agree to the confidentiality and proprietary nature of those mailing lists and that any use of those lists or contacts generated therefrom, except for the sole purpose of furthering the Company's business, is expressly forbidden. They also agree that the information is the property of the Company and any materials offered to the Wellness Advocates which make any reference to the Company or its programs may be done so only with the prior written consent of the Company for each separate offer.

C. **Specific Lists**. The Company 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.

D. **Limitations on Use.** These Lists are provided for the exclusive and limited use of the Recipient to facilitate the training, support, and servicing of the Recipient's Downline Organization for furtherance of the Company-related business only. Each Recipient agrees that each use, within its intended scope, constitutes a separate exclusive license agreement between the Recipient and the Company.

E. **Lists Belong to Company.** These Lists remain, at all times, the exclusive property of the Company, which may, at any time and in the Company's sole discretion, reclaim and take possession of the Lists. Accordingly, each Wellness Advocate agrees:

1. to hold confidential and not disclose any Lists or portion thereof to any third Person, including, but not limited to, existing Wellness Advocates, competitors, and the general public;
2. to limit use of the Lists to their intended scope of furthering the Wellness Advocate's dōTERRA-related business. The Lists may not be used to identify and solicit dōTERRA Wellness Advocates to other commercial opportunities and activities;
3. that any use or disclosure of the Lists outside of those authorized herein, or for the benefit of any third Person, constitutes misuse, misappropriation, and a violation of the Recipient's license agreement, which causes irreparable harm to the Company;
4. that, upon any violation under this section, the Recipient stipulates to injunctive relief as an appropriate remedy enjoining that use under applicable national or local laws, and will immediately retrieve and return to the Company all Lists previously provided to the Recipient upon the Company's request, and that the obligations under this section will survive the termination of the Recipient's Contract.

F. **Company Remedies for Violation.** The Company reserves the right to pursue all appropriate remedies under applicable laws to protect its rights to the above-stated proprietary and trade secret information covered by the Lists. Any failure to pursue any applicable remedies will not constitute a waiver of those rights.

SECTION 18: Limitation of Liability

The Parties agree that the following provisions apply and will survive any termination of the Contract.

A. **No Representation or Warranties**. Except as provided in this Policy Manual, 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.

B. **Limitation on Damages.** To the fullest extent allowable by Indian law, the Parties make the following agreements with respect to any claims for damages against the Company its members, managers, directors, officers, shareholders, employees, assigns, and agents, regardless of the form of such claim (whether in tort, contract, or other):

a. The Company its members, managers, directors, officers, shareholders, employees, assigns, or agents will not be liable to Wellness Advocate for any special, indirect, incidental, punitive or consequential damages, including lost profits. This limitation applies to, but is not necessarily limited to, claims arising from or related to the operation of the Wellness Advocate's distributorship as well as any purchase or use of dōTERRA's products.

b. Notwithstanding any statute of limitation to the contrary, the Company its members, managers, directors, officers, shareholders, employees, assigns, or agents will not be liable for any damages (regardless of their nature) for any delay or failure by the Company to perform its obligations under the Contract due to any cause beyond its reasonable control.

c. Notwithstanding any other provision of the Contract, the Company, its members, managers, directors, officers, shareholders, employees, assigns, or agents will not be liable to a Wellness Advocate for any damages in excess of the total amount of money the Company actually received from the Wellness Advocate pursuant to the terms of the Contract.

C. **Indemnification.** Wellness Advocate agrees to release and indemnify dōTERRA from any and all liability, damages, fines, penalties, or other awards or settlements arising from, or relating to Wellness Advocate's actions in the promotion or operation of Wellness Advocate's independent business and any activities related to it (for example, but not limited to, the presentation of dōTERRA products or Sales Compensation Plan, the operations of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorized claims, the failure to comply with any applicable federal, state, or municipal law or regulation, etc.).

D. **Contractual Limitation Period for Claims Against dōTERRA.** Notwithstanding any statute of limitations to the contrary, Wellness Advocate agrees that Wellness Advocate will not assert any claims or commence legal proceedings against dōTERRA arising from or related to this Contract more than one year after dōTERRA's alleged wrongdoing that give rise to the claim. Wellness Advocate agrees that failing to bring a claim within one year from the time such alleged wrongdoing occurred shall act as a total bar against any and all claims against the Company for such alleged wrongdoing. Wellness Advocate hereby knowingly and voluntarily waives any and all claims or rights to have any other statute of limitation apply.

SECTION 19: Disciplinary Actions

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

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

1. Issue an oral and/or written warning or admonition to the Wellness Advocate;
2. Closely monitor the conduct of the Wellness Advocate over a specified period of time to ensure performance of the contractual duties;
3. Require the Wellness Advocate to provide the Company with additional assurances that the Wellness Advocate's performance will be in compliance with the Contract. Further assurances may include requiring the Wellness Advocate to take certain actions in an effort to mitigate or correct non-performance;
4. Deny or suspend privileges that are awarded from time to time by the Company or cease performing the Company's obligations under the Contract, including but not limited to, awards, recognition at corporate events or in corporate literature, participation in Company-sponsored events, placement of product orders, promotion within the Sales Compensation Plan, access to Company information and genealogies, or the Wellness Advocate's participation in other Company programs or opportunities;
5. Discontinue or limit payment of Bonuses from all or any part of the sales of the Wellness Advocate or the Wellness Advocate's Organization;
6. Impose a fine, which may be imposed immediately or withheld from future Bonus or commission checks;
7. Reassign all or part of the Wellness Advocate's Organization;
8. Adjust the Wellness Advocate's status;
9. Suspend the Wellness Advocate, which may result in termination or reinstatement with conditions or restrictions;

10. Terminate the Distributorship of the Wellness Advocate; and
11. Seek injunctive relief or other remedies available by law.

C. **Investigation.** The following procedure applies when dōTERRA investigates an alleged breach of the Contract:

1. The Company will either provide the Wellness Advocate with a verbal notice and/or send a written notice of the alleged breach of Contract. Each Wellness Advocate agrees that the relationship between a Wellness Advocate and the Company is entirely contractual. Accordingly, the Company 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 the Company in contradiction of the terms of the Contract, or is otherwise implied in fact.
2. In a case when written notice is sent, the Company 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 the Company. The Company 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 Company decision is rendered.
3. On the basis of any information obtained from collateral sources and from the Company's investigation of the statements and facts taken together with information submitted to the Company during the response period, the Company will make a final decision regarding the appropriate remedy, which may include the termination of the Contract with the Wellness Advocate. The Company will promptly notify the Wellness Advocate of its decision. Any remedies will be effective as of the date on which notice of the Company's decision is dispatched.
4. Additional information outlining an appeal of the decision by the Company and the Company's Dispute Resolution policy noted in Section 21.C herein will be provided upon request from the Company.

D. **Request for Termination.** A Wellness Advocate may request to terminate the Contract at any time and for any reason by sending a written notice of intent to terminate to the Company. 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, unless approved by Company. Activity includes but is not limited to purchasing product, recruiting other Wellness Advocates, or earning commissions. All obligations regarding confidentiality of information and the Wellness Advocate network survive termination of the Contract, including but not limited to the obligations outlined in Section 12 and Section 17. When a Wellness Advocate requests termination of his/her Distributorship, the account is placed in a suspended status for a period of six to 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 the Company; there is no "roll-up" of Downline during the suspension period. Due to the Sales Compensation Plan's compression, however, volume will rollup past the suspended Wellness Advocate, allowing for maximum payout.

E. **Termination Due to Inactivity.** A Distributorship may be terminated by the Company if the Distributorship is not Active for a period of one year.

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

G. **Action against a Wellness Advocate.** The Company may take action against a Wellness Advocate as outlined in this Section 19 of the Policy Manual and elsewhere in the Contract if the Company 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 a Distributorship or the Company.

SECTION 20: Contract Changes

A. **Amendments on Thirty Days' Notice.** dōTERRA expressly reserves the right to make any amendments or modifications to the Contract and/or the Sales Compensation Plan, upon thirty days prior written notice in Company publications, by separate mailing, or through online publication on the Company 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 Contract and/or Sales Compensation Plan, between the Company 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, recruiting other Wellness Advocates, or earning commissions, after the amendments or modifications have become effective, a Wellness Advocate acknowledges acceptance of the new Contract and/or Sales Compensation Plan terms.

B. **Wellness Advocates Bound by Amendments.** Wellness Advocates will be bound by any amendments to this Policy Manual, the Contract, and/or the Sales Compensation Plan upon notification of amendments through any of dōTERRA's official channels of communication including the Company'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 Contract and any amendments, and the agreement to be bound by the Contract.

SECTION 21: Successors and Claims

A. **Binding Effects and Continuing Benefits.** The Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

B. **Transfer of a Distributorship Position.** Except as otherwise noted in this Policy Manual a Wellness Advocate may dispose of, sell, transfer, or otherwise assign his or her Distributorship assets in any manner allowed by the Contract and applicable law (including sale, gift, or bequest) with the prior written consent of the Company. Any assets that take the form of claims to compensation or satisfaction of contractual obligations, from or by the Company, will not be recognized as assets of the transferee on the records of the Company until the Company 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 Contract that may have arisen prior to the transfer.

1. 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 the Company, the Accounts Receivable balance, personal volume, LRP points, and enrollment date shall be retained by the former Distributorship.
2. 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, unless approved by the Company. A Wellness Advocate may not sell, convey, assign, or otherwise transfer any right conveyed by the Contract to any Person or entity without the express, prior written consent of the Company. A Wellness Advocate may delegate his or her responsibilities but is ultimately responsible for ensuring compliance with the Contract 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.

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

D. **Operation of the Distributorship During Succession.** During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

1. 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 the Company to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or

trustee.

2. The parties may continue to operate the Distributorship jointly on a "business-as-usual" basis, whereupon all compensation paid by the Company 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.

E. **Distributorships are Indivisible.** Under no circumstances will the Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will the Company split Bonus checks between divorcing spouses or Wellness Advocates of dissolving entities. The Company will recognize only one Organization and will issue only one bonus check per Distributorship per commission cycle. Checks 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.

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

G. **Waiting Period to Sign Up Again.** If a former spouse or a former entity Wellness Advocate has completely relinquished all rights in their original Distributorship, they are thereafter free to enroll under any sponsor of their choosing, so long as they meet the waiting period requirements set forth in Section 20.B.2In 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. They must develop the new business in the same manner, as would any other new Wellness Advocate.

SECTION 22: Miscellaneous

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

B. **Integrated Contract**

1. The Contract is the final expression of the understanding and agreement between the Company and a Wellness Advocate concerning all matters touched upon in the Contract and supersedes all prior and contemporaneous agreements of understanding (both oral and written) between the parties. The Contract invalidates all prior notes, memoranda, demonstrations, discussions and descriptions relating to the subject matter of the Contract. The Contract may not be altered or amended except as provided therein. The existence of the Contract may not be contradicted by evidence of any alleged prior contemporaneous oral or written agreement.
2. Should any discrepancy exist between the terms of the Contract and verbal representations made to any Wellness Advocate by any employee, the express written terms and requirements of the Contract will prevail.

C. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of or relating to the Contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences, except as provided herein, shall be referred to a sole arbitrator to be appointed by the Company. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration shall be conducted in the English language and the seat or legal place of the arbitration shall be at Mumbai in the State of Maharashtra. The arbitration award(s) rendered there shall be final and binding on the parties. Judgment on the award(s) rendered there may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive any termination or expiration of the Contract.

D. **Litigation and Claims.** In order to protect dōTERRA, its assets, and its reputation from claims or disputes created by outside (non- Wellness Advocate) third parties, the Company 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 the Company's proprietary assets, or if the Wellness Advocate becomes the subject of any claim or suit related to that Wellness Advocate's business-related conductor any other action that directly or indirectly negatively affects or puts the Company, itsreputation, or any of its tangible or intangible assets at risk, the affected Wellness Advocate shall immediately notify the Company. The Company may, at its own expenseand upon reasonable notice, take whatever action it deems necessary (including, but notlimited to, controlling any litigation or settlement discussion related thereto) to protectitself, its reputation, and its tangible and intangible property. The Wellness Advocate shall take no action related to that claim and suit, unless the Company consents, whichconsent shall not unreasonably be withheld.

E. **Governing Law.** To the fullest extent allowed by law, all actions arising out of or relating to the Contract will be governed by the laws of India without giving effect to the principles of conflict of laws. Wellness Advocates 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 arising out of or relating to the Contract 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 waives any and all claims or rights to have any other statute of limitation apply.

F. **Severance.** Any provision of the Contract 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 Contract will not invalidate or render unenforceable any other provision of the Contract, nor will that provision of the Contract be invalidated or rendered unenforceable in any other jurisdiction.

G. **Force Majeure.** The parties to the Contract shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, flood, fire, war, pandemic or public enemy.

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

I. **Notices.** Unless otherwise provided in the Contract, any notice or other communications requested or permitted to be given under the Contract 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 Contract, 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 the Company's headquarters or to the Wellness Advocate's address as provided on the Wellness Advocate Agreement Form, unless notice of an address change has been received by the Company. The Company shall have the right, as an alternative method of notice under this Section, to use mailers, Company websites, or other normal channels of communications with Wellness Advocates.

