

**THE COMPANIES ACT, 2013  
(PRIVATE COMPANY LIMITED BY SHARES)  
ARTICLES OF ASSOCIATION  
OF  
DOTERRA INDIA PRIVATE LIMITED**

**Interpretation**

The Regulations contained in Table "F" of the First Schedule to the Companies Act, 2013 shall apply to the Company so far as they are applicable to a private company and are not inconsistent with any of the provisions contained in these Articles and except in so far as they are not modified or abrogated in these Articles. In the event of any conflict between these Articles and the provisions of Table "F", these Articles shall prevail.

1. In these regulations, the following terms shall have the meaning as ascribed thereto:
  - (a) **"The Act"** shall mean the Companies Act, 2013 or the Companies Act, 1956 (wherever relevant and to the extent applicable) including rules, regulations made there under, as applicable and in force, and includes any statutory modification or re-enactment thereof from time to time.
  - (b) **"Affiliate(s)"** shall mean, with respect to any person (which term is used expansively to include organizations and other entities), any person directly or indirectly controlling, controlled by, or under common control with another person. In the context of corporate entities, control generally means the power to direct the management of a person, directly or indirectly, whether solely through the ownership of shares by contract or otherwise.
  - (c) **"Annual General Meeting"** means a general meeting of the Members held in accordance with the provisions of Section 96 of the Act.
  - (d) **"Articles of Association"** or **"Articles"** mean these Articles as originally framed or as altered from time to time or applied in pursuance of Act.
  - (e) **"Board of Directors"** or **"Board"** or **"Directors"** shall have the meaning assigned to it in Section 2(10) of the Act.
  - (f) **"Capital"** means such capital as is authorized by the memorandum of association of the Company to be the maximum amount of share capital of the Company.
  - (g) **"Company"** means **"Doterra India Private Limited"**

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1/2/2014*



- (h) **"Company secretary"** or **"Secretary"** means a company secretary as defined in clause (c) of sub-section (1) of section 2 of the Company Secretaries Act, 1980 who is appointed by the Company to perform the functions of a company secretary under this Act.
- (i) **"Directors"** means a director appointed to the Board of the Company.
- (j) **"Dividend"** includes any interim dividend.
- (k) **"Extraordinary General Meeting"** means an extraordinary general meeting of the Members duly called and constituted and any adjourned holding thereof.
- (l) **"financial year"** means the period ending on the 31st day of March every year or such as may be modified by Board of Directors.
- (m) **"In writing"** and **"written"** include printing, lithography, and other modes of representing or reproducing words in a visible form.
- (n) **"Meeting"** or **"General Meeting"** means a meeting of the Members.
- (o) **"Member"** means the duly registered holder from time to time of the shares of the Company and includes the subscribers of the Memorandum of the Company.
- (p) **"Memorandum of Association"** or **"Memorandum"** shall mean the memorandum of association of the Company as registered at the time of incorporation or as may be altered from time to time in accordance with the provisions of the Act.
- (q) **"Month"** means an English calendar month.
- (r) **"Office"** means the Registered Office of the Company.
- (s) **"Ordinary Resolution"** and **"Special Resolution"** means an ordinary resolution, or as the case may be, special resolution referred to in section 114.
- (t) **"Seal"** means the Common Seal of the Company
- (u) **"Share"** means a share in the share capital of the Company and includes stock.

2. Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

### **Private Company**

1. The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013 and accordingly: -

- (a) restricts the right to transfer its shares, except to the extent permitted under these regulations and the Act;
- (b) limits the number of members of the Company (exclusive of persons who are in the employment of the Company; and persons who having been formerly in the employment of the Company were members of the Company while in that employment and have continued to be members after the employment ceased) to 200(two hundred); provided that for the purpose of this definition where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single member.
- (c) Prohibits any invitation to the public to subscribe for any securities of the company.

#### **Share Capital and Issue of Securities**

- 4. The Authorized Share Capital of the Company shall be as provided in **Clause V** of the Memorandum of Association, as amended from time to time with the power to increase or reduce the capital and divide the shares in the capital of the Company for the time being into Equity Share Capital and Preference Share Capital and to attach thereof respectively any preferential, qualified or special rights, privileges or conditions as may be determined in accordance with these present and modify or abrogate any such rights, privilege, or conditions in such manner as may for the time being be permitted by the said Act.
- 5. Subject to the provisions, as may be applicable, of the Act, the Company can issue any securities by way of private placement or on preferential basis or through any other manner permitted under the Act and on such terms and conditions as the Company may determine.
- 6. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
- 7. Subject to the provisions of the Act, any preference shares may, be issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of such shares may determine.

### **Issue of Share Certificates and Shares held in Trust**

8. Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, —
  - (a) one certificate for all his shares without payment of any charges; or
  - (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first
9. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon and be issued in compliance with the relevant requirements that may specified from time to time.
10. In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
11. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
12. The provisions of Articles 8 to 11 shall mutatis mutandis apply to issue of any debentures or certificates evidencing the issue of debentures of the Company, issued from time to time by the Company.
13. Except as required by law, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by law otherwise provided) any other

rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

### **Class of Shares and Variation of Rights**

14. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
15. To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
16. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

### **Lien**

17. The Company shall have a first and paramount lien—
  - (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
  - (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company.  
Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.
18. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien, Provided that no sale shall be made—

- (a) unless a sum in respect of which the lien exists is presently payable; or
  - (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
19. To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
20. The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
21. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

#### **Calls on Shares**

22. The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:
23. Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.
24. A call may be revoked or postponed at the discretion of the Board.
25. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.

26. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
27. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at 10% per annum or at such lower rate, if any, as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part.
28. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
29. In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
30. The Board—
- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
  - (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, 12% per annum, as may be agreed upon between the Board and the member paying the sum in advance.

#### **Transfer of Shares**

31. Any member(s) desiring to sell any of his shares must notify the Board about the number of Shares which he is willing to sell, the value and the name of the proposed transferee, and the Board must offer to the other members the shares so offered at the value stated in the notice to the Board, and if the offer is accepted, the shares shall be transferred to the

acceptor member(s); and if the shares or any of them for sale/transfer are not accepted by such other member(s) within one month from the date of notice to the Board, or the other member(s) decline the offer earlier, the member(s) proposing transfer of his shares shall, at any time within three months afterwards, be at liberty, to sell and transfer the shares to the proposed transferee named in the notice to the Board at the same or at a higher price.

32. The provisions of the Article 28 shall, however, not be applicable to the sale/transfer of any shares made by a member to any of its Affiliate(s) if so approved by the Board.
33. The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.
34. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
35. The Board may, subject to the right of appeal conferred by Section 58 of the Act, decline to register:
  - a) the transfer of a share to a person of whom they do not approve; or
  - b) any transfer of shares on which the Company has a lien.

And shall not be bound to give any reason for such refusal.

36. The Board may decline to recognize any instrument of transfer unless—
  - (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;
  - (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
  - (c) the instrument of transfer is in respect of only one class of shares.
37. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may