

**Affix Coloured Photo**

### STEP 1 Fill In Your Personal Information (Required Field)

Applicant Name		Gender	Shipping Address		<input type="checkbox"/> Same as Billing Address
Father's Name					
Co-Applicant Name (if applicable)				Postal Code	
Company Name (if applicable, requires business application addendum)					
GST Number (if applicable - needed for tax reporting)		Primary Phone		Mobile Phone	
Billing Address					
Date of Birth (DD/MM/YYYY)		Co-Applicant Date of Birth (DD/MM/YYYY)			
Do you want to receive the dōTERRA newsletter via email? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Enrolling Sponsor (Enroller)		Phone No. or Wellness Advocate No.	Placement Sponsor (if different)		Phone No. or Wellness Advocate No.

### STEP 2 Bank Account Details (Required Field)

Bank Name	Bank Account Number
IFSC Code	Branch Name

### STEP 3 Declare and Acknowledge Terms on Back by Signing (Required Field)

I want to be a Wellness Advocate of dōTERRA and hereby certify that the information provided above is true and correct. I have read and agree to the terms and conditions found on the back of this Wellness Advocate Agreement and the policies found in the dōTERRA Policy Manual. I agree that I do not currently have an interest in any dōTERRA account, or if I do have or ever have had such an interest, my application for this account does not violate dōTERRA policies.

(dōTERRA Policy Manual is available at [https://www.doterra.com/IN/en\\_IN](https://www.doterra.com/IN/en_IN))

Applicant Signature	Co-Applicant Signature	Date
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- 1. Obligations and Representations.** dōTERRA India Private Limited, (dōTERRA IN) is the party with whom you contract for the purchase and promotion of dōTERRA products within India and for participation in the dōTERRA Sales Compensation Plan. dōTERRA Global Limited (dōTERRA GL) is the party with whom you contract for global support of the dōTERRA Sales Compensation Plan. Unless otherwise specified, "dōTERRA IN" and "dōTERRA GL" may be referred to collectively as "dōTERRA" or "Company." I understand that as a Wellness Advocate of dōTERRA: I must be of legal age (18 years or above, 21 years in the State of Maharashtra) in India. I must fill up and sign the Wellness Advocate Agreement form and submit a copy of all of the following KYC documents: PAN Card, proof of address, proof of identification, cancelled cheque, Passport size photograph or any other documents as required by the Company. I have the right to offer for sale dōTERRA products and services in accordance with the terms and conditions of this Wellness Advocate Agreement. I will undergo a mandatory orientation session about direct selling operations and the dōTERRA business opportunity and will further train and motivate the Wellness Advocates in my downline marketing organization. I have the right to build a dōTERRA sales organization. I will comply with all laws rules regulations and guidelines and shall make all reports and remit all withholdings or other deductions as may be required by any laws rules regulations or guidelines. I will use only the sales agreements and order forms which are provided by dōTERRA for the sale of goods and services, and I will follow all policies and procedures established by dōTERRA for the completion and processing of such agreements and orders.
- 2. Cooling off period.** A newly joined Wellness Advocate shall have a cooling off period of 30 days to cancel the Contract and receive a full refund against the product purchased in this period.
- 3. Independent Contractor Status.** I agree that as a dōTERRA Wellness Advocate, I am an independent contractor (and not an employee, agent, partner, legal representative or franchisee of dōTERRA). I am not authorized to and will not negotiate, conclude and/or enter into any contract or agreement to bind dōTERRA, or incur any debt, expense or obligation, or open any checking account on behalf of, for, or in the name of dōTERRA. I understand that I shall control the manner and means by which I operate my dōTERRA business, subject to my compliance with this Wellness Advocate Agreement, the dōTERRA Policy Manual, and the dōTERRA Sales Compensation Plan (all of which are collectively referred to as the "Contract"). I agree that I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF dōTERRA FOR ALL PURPOSES (INCLUDING BUT NOT LIMITED TO LEGAL OR TAX PURPOSES). I acknowledge and agree that dōTERRA is not responsible for any withholding or deduction and shall not withhold or deduct Taxes of any kind from any compensation I receive from dōTERRA, including bonuses and commissions, if any, unless such withholding becomes legally required. I agree that I will report all compensation, including bonuses and commissions, if any, received from dōTERRA under this Wellness Advocate Agreement as required by any governmental authority and will pay all Taxes applicable on such compensation, including bonuses and commissions. I agree that I will indemnify and hold dōTERRA harmless from and against liability for any Taxes which may be imposed on dōTERRA in relation to any compensation, including bonuses and commissions, if any, I receive from dōTERRA. I agree that I am solely responsible for any of the Goods and Services Tax under the Goods and Services Tax Act ("GST") which is charged or chargeable under the laws of India in relation to the purchase of dōTERRA products and services by me. I agree that I will indemnify and hold dōTERRA harmless from and against any liability for any GST which may be imposed on dōTERRA in relation to such purchase. I further agree that I am solely responsible for charging, collecting and accounting to the Indian tax authorities any GST charged or chargeable on the resale of dōTERRA products and services by me. "Taxes" or "Tax" include all forms of taxation including but not limited to, withholdings, corporate income tax, capital gains tax, duties, imposts, contributions, rates and levies, sales tax, services tax, business tax, goods and services tax and any other form of value-added tax imposed by any governmental authority, Centre, state, provincial, municipal impositions or other body, whenever imposed and whether chargeable directly, indirectly or primarily against or attributable directly, indirectly or primarily to such company or any other person and all penalties, charges, fines, costs and interest relating thereto.
- 4. dōTERRA Policies.** I have carefully read and agree to comply with the dōTERRA Policy Manual and the dōTERRA Sales Compensation Plan, both of which are incorporated into the Wellness Advocate Agreement by this reference and become part of the Contract. I understand that I must be in good standing and not in violation of any of the terms of the Contract in order to be eligible to receive any bonuses or commissions from dōTERRA. I understand that the Contract, including this Wellness Advocate Agreement, the dōTERRA Policy Manual, and the dōTERRA Sales Compensation Plan may be amended at any time at the sole discretion of dōTERRA, and I agree that upon 30 days notice any such amendment will apply to me. Notification of amendments will be published in official dōTERRA materials including the Company's official website. The continuation of my dōTERRA business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments to the Contract.
- 5. Payment of Bonuses or Commissions.** I understand that I may receive from dōTERRA remuneration and bonuses as set forth in the Sales Compensation Plan found in the Policy Manual. I understand and agree that dōTERRA GL has the responsibility to promote the sale of Products globally through the Sales Compensation Plan, and to license the network of Wellness Advocates and the Sales Compensation Plan to local affiliates, including dōTERRA IN. As a result of the license, dōTERRA IN has the responsibility, within India, to promote the sale of Products to Wellness Advocates and to pay commissions for those sales. For administrative convenience, the commissions earned from the promotion and sale of Products within India as well as outside of India are generally paid in one combined payment to the Wellness Advocate.
- 6. Term and Termination.** The term of this Contract shall start upon allotment of Wellness Advocate number to the applicant by the company post acceptance and verification of the submitted and completed signed Wellness Advocate Agreement along with the KYC documents stated in clause 1. Rejection of the Wellness Advocate Agreement shall not constitute an agreement/contract between the company and the applicant. I understand and agree that the Contract is renewed automatically each year on its anniversary date. I understand and agree that I DO NOT NEED TO PAY ANY JOINING FEE OR RENEWAL FEE to renew my Contract with dōTERRA. I understand that I am entitled to terminate this Contract without assigning any reason by giving a 30 days' notice to the company of such termination. I understand and agree that dōTERRA may terminate my account and this Contract forthwith in case: - I violate any provision of the terms and conditions of the Contract including any amendments thereto of this Wellness Advocate Agreement, Policy Manual, Sales Compensation Plan or Business Application Addendum. - I violate the Direct Selling Guidelines published by the Government of India or any State Government - Misrepresentation is observed by the company pertaining to my identity or any information furnished by me to the company including but not limited to the information provided in this Contract. I also understand and agree that dōTERRA has the right to terminate this Contract by giving 15 days' notice in writing if I fail to make any purchase or sale of dōTERRA product or service for a continued period of 2 years since the operation of this Contract, or since the date of my last sale or purchase of dōTERRA products. If my Contract is canceled or terminated for any reason I understand and agree that I will permanently lose all rights as a Wellness Advocate and I shall not be eligible to sell dōTERRA products or services or to receive commissions, bonuses, or other remuneration from the activities of my former downline sales organization. In the event of cancellation or termination I agree to forfeit and waive all rights I have, including but not limited to property rights, to my former downline organization and to any commission, bonuses or other remuneration derived through the sales and other activities of my former downline organization. If my Contract is cancelled or terminated for any reason, I agree to immediately discontinue use of any and all dōTERRA trademarks, service marks and copyrighted materials. I also agree that during the term of this Contract and for one (1) year following the termination or cancellation of this Contract regardless of the reason for termination or cancellation, I will not directly or indirectly solicit or recruit as defined in the dōTERRA Policy Manual any dōTERRA Wellness Advocate who is in my current or former downline organization or with whom I became acquainted by virtue of my participation as a dōTERRA Wellness Advocate.
- 7. Assignment.** I may not assign any rights or delegate my duties under this Contract without the prior written consent of dōTERRA. dōTERRA may freely assign the Contract at any time. Any attempt to transfer or assign the Contract without the express written consent of dōTERRA renders the Contract terminable at the option of dōTERRA and may result in termination of my business.
- 8. Breach of the Agreement.** I understand that if I fail to comply with the terms of my Contract, dōTERRA may, in its sole discretion, impose upon me disciplinary action as set forth in the Policy Manual. If I am in breach, default, or violation of the Contract at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. If I fail to pay for products or services when payment is due or am indebted to for any reason, including but not limited to for commissions or bonuses paid on returned product, I authorize dōTERRA to withhold and retain the appropriate amounts from my bonus or commission checks or to charge my credit cards or other accounts which I have placed on file with dōTERRA.
- 9. Limitation of Liability and Indemnification.** dōTERRA, its members, managers, directors, officers, shareholders, employees, assigns, and agents (collective- referred as "affiliates"), shall not be liable for general, special, indirect, incidental, consequential, punitive, or exemplary damages. If dōTERRA is found to be in breach of the Contract, the maximum amount of damages I may claim shall be limited to the amount of unsold inventory that I personally purchased from the company and have remaining on hand. I release and agree to indemnify dōTERRA and its affiliates from any and all liability, damages, fines, penalties, or other awards or settlements arising from, or relating to my actions in the promotion or operation of my dōTERRA independent business and any activities related to it (for example, but not limited to, the presentation of dōTERRA products or Sales Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorized claims, the failure to comply with any applicable law or regulation, etc.).
- 10. Entire Agreement.** This Wellness Advocate Agreement, the Sales Compensation Plan, and the Policy Manual, in their current forms and as amended by dōTERRA in its discretion, together constitute the entire agreement and Contract between dōTERRA and myself. Any promises, representations, offers, or other communications not expressly set forth in this Wellness Advocate Agreement and Contract are of no force or effect. To the extent of any conflict or inconsistency between this Wellness Advocate Agreement and the Policy Manual (in their current form or as subsequently modified), the Policy Manual shall govern.
- 11. Waiver and Severability.** Any waiver by dōTERRA of any breach of the Contract must be in writing and signed by an authorized officer of dōTERRA. Waiver by dōTERRA of any breach of my Contract by me shall not operate or be construed as a waiver of any subsequent breach. If any provision of the Contract is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Contract will remain in full force and effect.
- 12. Survival.** Sections 5, 8, 9, 10, 12, 13, 16 and 17 of this Wellness Advocate Agreement, as well as the covenants to protect dōTERRA's trade secrets, confidential information, intellectual property, and other proprietary materials, as set forth more fully in the Policy Manual, shall survive the termination of the Contract.
- 13. 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 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.
- 14. Governing Law.** The Contract shall be governed by and construed in accordance with Indian law.
- 15. Use of Name and Image.** I authorize dōTERRA to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.
- 16. Electronic Communication.** I authorize dōTERRA and its affiliates to communicate with me through electronic mail, mobile number or by posts at residential/business address provided in this Wellness Advocate Agreement. I understand that such email may include offers or promotions for the sale and purchase of dōTERRA products, sales aids, or services.
- 17. Counterparts.** Couriered copies of this Wellness Advocate Agreement shall be deemed an original. To be valid, copies submitted to dōTERRA by post must include the front and back of the document.
- 18. Data Protection.** I give consent for dōTERRA to use and process the personal data contained in this application/ agreement and to transfer this personal data, together with information about this Wellness Advocate account's future sales activities, to any of dōTERRA's worldwide subsidiaries and affiliated companies, and to other Wellness Advocates who are in the same sales organization or distribution chain, for the purposes of: (a) administering the sales and distribution of dōTERRA's products; (b) providing reports to its Wellness Advocates of sales activity in their sales organizations; and (c) facilitating training and support programs. I understand that if I receive sales reports containing personal data of other Wellness Advocates, I agree that I will not use such data except in the administration and development of my sales organization, and that upon termination of my Contract, I will immediately delete all such personal data from my files, except as otherwise required by law. The parties agree that this obligation survives the termination of the Contract. In the event I would like to make any correction to my personal data or obtain information on my personal data in the possession or under the control of dōTERRA, I would contact Mr. Manoj Shirodkar at mshirodkar@dotterra.com.
- I understand that dōTERRA collects and retains my KYC documents including PAN card number and bank account details for tax purposes as required by law. Company may also inspect my originals or other identity proofs thereof for identity verification purposes.

Signature