

dōTERRA®
AUSTRALIA & NEW ZEALAND



pure essentials

For healthy, empōwered living



Natural wellness

Consider the benefits of a holistic approach:

1

- Looks at the whole person, instead of just managing symptoms.
- Considers the connection between mind, body & spirit.
- It's proactive, not reactive.
- Focusses on natural solutions that do no harm.

What are essential oils?

2





True gifts of the earth, essential oils are natural, aromatic compounds that can elicit powerful human responses. Extracted from plants, their uses go far beyond their fragrant appeal. Modern trends toward more holistic approaches and growing scientific validation are driving a rediscovery of the

profound health and wellness benefits of essential oils.



Why dōTERRA® essential oils?

3

Sustainably Sourced	Purity Guaranteed	Quality Unmatched	Transparency	Global Impact
Partnerships with small scale farmers and distillers, creating stable incomes for families around the world.	Certified Pure Tested Grade® ensures dōTERRA's oils are free from fillers, harmful contaminants, adulteration or synthetics.	Raw materials sourced from over 45 countries, grown and harvested in their natural habitats.	Stringent third-party testing is completed on each test batch, with test results published to the public for peace of mind.	The dōTERRA Healing Hands Foundation works to promote sustainable change by supporting initiatives that alleviate extreme poverty, improve quality of life, and ensure basic human rights.
				

100% of the purchase price from Rose Lotion and Hope Touch sales is donated to dōTERRA Healing Hands Foundation AUNZ.

How to use essential oils.

4



USE THEM AROMATICALLY

Many of our dōTERRA pure CPTG® essential oils can be used aromatically through diffusion or inhalation.

Here are a few ways to enjoy the benefits of essential oils aromatically.

- Add 3-4 drops to the diffuser of your choice.
- Add 3-4 drops to a hot bath and soak away the day as you enjoy the aroma.
- Add 1-2 drops to your palm, rub hands together and inhale deeply.

Here's one to try: **dōTERRA® Peppermint essential oil**

Try adding 3 drops of Peppermint essential oil to a tissue, hold near the nose and inhale, up to 3 times per day.



USE THEM TOPICALLY

Many of our dōTERRA pure CPTG® essential oils can be used topically to produce a profound overall wellness experience. To increase the benefits you experience with our essential oils, try adding a few drops of the oil of your choice to a small amount of Fractionated Coconut Oil or unscented lotion and massage into the skin.

Here's one to try: **dōTERRA Ice Blue® Athletic Blend**

Try adding dōTERRA Ice Blue® Athletic Blend to a carrier oil and massaging into sore or tired joints and muscles to help cool and comfort.



USE AS FOOD FLAVOURING

Some of our dōTERRA pure CPTG® essential oils can be used to flavour food and drinks and have internal benefits. To increase the benefits you experience with our essential oils, try adding a couple of drops of the oil of your choice to hot or cold water, or to sweet or savoury recipes.

Here's one to try: **dōTERRA Lemon essential oil**

Try adding dōTERRA Lemon essential oil to a mug of hot water for a refreshing citrus flavour infusion.



*ALWAYS READ THE LABEL. USE ONLY AS DIRECTED. IF SYMPTOMS PERSIST PLEASE SEE YOUR DOCTOR /HEALTHCARE PROFESSIONAL.

Start your journey to better health and wellbeing.

Choose a dōTERRA Starter Pack

\$40
membership
fee waived

Up to **20%**
savings off
wholesale
prices

Curated
with your
needs in
mind

At dōTERRA, we want it to be easy to get all the essentials for a healthy home and lifestyle, which is why we created these Starter Packs—bringing nature's powerful solutions to you.

CPTG® Certified Pure Tested Grade

Choose wellness with everyday essentials



Family Essentials

\$200^{NZ} | PV: 135 | **60221206**

Introduce your family to all the essentials for better health and wellbeing.



Home Essentials

\$325^{NZ} | PV: 210 | **60221207**

Transform your mind, body and home with natural, non-toxic products.



Nature's Solutions

\$710^{NZ} | PV: 400 | **60221484**

Harness the inherent power of nature to heal and support you through all aspects of life.



MetaPWR®

\$250^{NZ} | PV: 100 | **60226060**

The perfect health and vitality pairing, because nutrition and metabolic support go hand in hand.

Targeted wellness solutions



Emotional Wellness

\$252^{NZ} | PV: 125 | **60224732**

Experience the power of essential oils to improve your mood and emotional wellbeing.



AromaTouch®

\$290^{NZ} | PV: 200 | **60224970**

Combine the unique benefits of human touch with the power of essential oils.

dōTERRA® NEW ZEALAND STARTER PACKS

NAME OF PACK & SKU	NEED	PRICE: NZD	PV
Family Essentials 60221206	Home & Family SML	\$200	135
1x 5mL bottle of oil: <ul style="list-style-type: none"> Lavender essential oil Lemon essential oil Peppermint essential oil Tea Tree essential oil dōTERRA Balance® Grounding Blend 		<ul style="list-style-type: none"> Frankincense essential oil Eucalyptus essential oil Easy Air® Clear Blend DigestZen® Essential Blend On Guard® Protective Blend 	Other items: Fractionated Coconut Oil 30mL, Introductory Packet & Enrolment
Home Essentials 60221207	Home & Family LRG	\$325	210
1x 15mL bottle of oil: <ul style="list-style-type: none"> Lavender essential oil Lemon essential oil Peppermint essential oil Tea Tree essential oil dōTERRA Balance® Grounding Blend 		<ul style="list-style-type: none"> Frankincense essential oil Eucalyptus essential oil Easy Air® Clear Blend ZenGest™ Essential Blend On Guard® Protective Blend 	Other items: Fractionated Coconut Oil 30mL, Introductory Packet & Enrolment
Nature's Solutions 60221484	Complete Care	\$710	400
1x 5mL bottle of oil <ul style="list-style-type: none"> Ice Blue® Athletic Blend 1x 10mL Touch Roll On: <ul style="list-style-type: none"> PastTense® 1x 15mL bottle of oil: <ul style="list-style-type: none"> Tea Tree essential oil Oregano essential oil Wild Orange essential oil Citrus Bloom® Springtime Blend Eucalyptus essential oil Frankincense essential oil 		<ul style="list-style-type: none"> Lemon essential oil Easy Air® Clear Blend dōTERRA Adaptiv™ Tranquil Blend Lavender Peace™ Restful Blend dōTERRA Balance® Grounding Blend ZenGest™ Essential Blend Peppermint essential oil Peppermint Beadlets Fractionated Coconut Oil 115mL Lavender essential oil 	<ul style="list-style-type: none"> On Guard® Protective Blend On Guard® Sanitising Mist On Guard® Cleaner Concentrate On Guard® Natural Cleansing Toothpaste 125g On Guard® Foaming Hand Wash 473mL Other items: Petal Diffuser, Wooden Storage Box, 6 Roller bottles, 2 Foaming Hand Wash dispensers, Introductory Packet & Enrolment
Simple Solutions 60224634	Basic Care	\$145	100
1x 15mL bottle of oil: <ul style="list-style-type: none"> Lemon essential oil Lavender Peace™ Restful Blend 		<ul style="list-style-type: none"> On Guard® Protective Blend Ice Blue Rub® 120mL 	
Emotional Wellness 60224732	Mood & Emotions	\$252	125
1x 15mL bottle of oil: <ul style="list-style-type: none"> dōTERRA Balance® Grounding Blend Citrus Bliss® Invigorating Blend Clementine essential oil 		<ul style="list-style-type: none"> dōTERRA Adaptiv™ Tranquil Blend Lavender Peace™ Restful Blend 	Other items: Petal Diffuser, Introductory Packet & Enrolment
AromaTouch® 60224970	Massage & Touch	\$290	200
1x 15mL bottle of oil <ul style="list-style-type: none"> AromaTouch® Spa Blend Lavender essential oil Tea Tree essential oil On Guard® Protective Blend 		<ul style="list-style-type: none"> Ice Blue® Athletic Blend Wild Orange essential oil Peppermint essential oil dōTERRA Balance® Grounding Blend 	Other items: Fractionated Coconut Oil 115mL, FCO Bottle Pump & Online training
MetaPWR® 60226060	Nutrition & Metabolic Health	\$250	100
<ul style="list-style-type: none"> MetaPWR® Active Blend 15mL MetaPWR® Advantage MetaPWR® Assist Caps dōTERRA Lifelong Vitality Pack® 			



scan here for our
Live Guide

First & Last Name		Shipping Address <input type="checkbox"/> Same As Billing Address	
Co-Applicant Name (if applicable)		City, State, Post Code	
Company Name (if applicable, requires business application addendum)		Contact Number	
Billing Address		Date of Birth (DD/MM/YYYY)	Co-Applicant Date of Birth (if applicable)
City, State, Post Code		Email Address	
Enroller Name	Enroller #ID	Sponsor Name	Sponsor #ID

POPULAR STARTER PACKS



\$40
membership
fee waived



Nature's Solutions
WHOLESALE: \$710^{NZ} PV: 400



Home Essentials
WHOLESALE: \$325^{NZ} PV: 210



Emotional Wellness
WHOLESALE: \$252^{NZ} PV: 125



AromaTouch®
WHOLESALE: \$290^{NZ} PV: 200

Product	Quantity	Item Price	Total Price

Grand Total

Credit Card No.	Verification Code	Code Expiration Date	Name As It Appears On CC
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I want to be a Wellness Advocate of dōTERRA. 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 a legal 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. (This form can also be found at: www.doterra.com/NZ/en_NZ)

Signature	Co-Applicant Signature (if applicable)	Date
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1. Wellness Advocate Obligations

The requirements and obligations of a dōTERRA Wellness Advocate ("WA") include the following:

- (a) The WA must be at least 18 years of age.
- (b) The WA will acquire the right to offer for sale dōTERRA products and services in accordance with the terms and conditions of this WA Agreement and the dōTERRA Policy Manual (together, the Contract).
- (c) The WA is entitled to build a dōTERRA sales organisation, in accordance with the terms of the Contract.
- (d) The WA is encouraged to train and motivate other WAs in its downline marketing organisation.
- (e) The WA is responsible for complying with all relevant laws, rules and regulations applicable to running the WAs dōTERRA business.
- (f) The WA shall perform its obligations as a WA with honesty and integrity and in accordance with dōTERRA's Values.
- (g) The WA shall use the template sale agreements and order forms provided by dōTERRA for the sale of dōTERRA products and services. The WA will follow all policies and procedures for the completion and processing of such agreements and orders, as developed and notified by dōTERRA from time to time.

2. Presenting dōTERRA Products and Services

2.1 dōTERRA will provide the WA with copies of:

- (a) The dōTERRA Sales Compensation Plan (contained in the Policy Manual); and
- (b) Official dōTERRA literature and presentations which describe the dōTERRA products.

2.2 In carrying on the WAs dōTERRA business, the WA must ensure that all representations made regarding the dōTERRA products and the dōTERRA Compensation Plan are accurate, complete and not misleading in any way, having regard to the materials above.

3. Independent Contractor Status

The WA acknowledges and agrees that as a dōTERRA WA:

- (a) The WA is engaged as an independent contractor and not as an employee of dōTERRA. Nothing stated in the Contract (or elsewhere) makes the WA a partner, agent, employee, legal representative of, franchisee or any other representative of dōTERRA. The Contract between the WA and dōTERRA does not create an employment relationship between the WA and dōTERRA.
- (b) The WA is not authorised to, and will not incur any debt, expense or obligation or open any bank account of any kind, for, on behalf of, or in the name of, dōTERRA.
- (c) The WA shall have complete control over the manner and means by which it operates its dōTERRA business, subject to compliance with the Contract.
- (d) The WA shall be solely responsible for paying all expenses, including but not limited to travel, food, lodging, secretarial, office, and telephone expenses, incurred in connection with the WAs dōTERRA business.
- (e) dōTERRA shall not be responsible for withholding tax, and shall not withhold or deduct any taxes of any kind, unless such withholding becomes legally required.
- (f) The WA agrees that:
 - (i) It shall determine its own hours of work, work location and supply its own equipment and tools for operating its dōTERRA business; and
 - (ii) It will maintain insurance applicable to running its own dōTERRA business, including any workers compensation insurance if required or applicable.

4. dōTERRA Policy Manual

4.1 The Policy Manual is incorporated by reference into the Contract, and it is a requirement of the Contract that the WA complies with the terms of the Policy Manual at all times during the operation of the WAs dōTERRA business.

4.2 The WA acknowledges and agrees that it has received, carefully read and understands the Policy Manual.

4.3 The Policy Manual has been developed by dōTERRA to ensure high standards of quality and service in the provision of dōTERRA products by all WAs, and a failure to comply with the Policy Manual in the course of operating the WAs dōTERRA business may constitute a material breach of the Contract, for the purposes of clause 7.

4.4 dōTERRA expressly reserves the right to amend the Policy Manual from time to time, at dōTERRA's discretion. All amendments will be published on dōTERRA's website, and will take effect 30 days after publication (or such longer period specified by dōTERRA).

5. Term and renewal

5.1 The term of the Contract, and each subsequent renewal term, shall be one year.

5.2 Unless a party notifies the other of its intent to terminate the Contract at least 30 days prior to expiry, it will be renewed on its anniversary date.

6. Enrolment Kit and Annual Membership Oil

6.1 On commencement of the Contract, dōTERRA will sell the WA an Enrolment Kit of Products for the WA as part of their WA Distributorship. The price payable for the Enrolment Kit will be equal to the wholesale price for each of the Products contained in the Enrolment Kit (as determined by dōTERRA), and will not exceed the price of dōTERRA's Oil Sharing Kit as set out at https://www.doterra.com/NZ/en_NZ/pl/enrolment-kits.

6.2 On the commencement of each further renewed term, dōTERRA will sell to WA an Annual Membership Oil each for \$25, which shall be equal to the wholesale price of the essential oil contained in the Annual Membership Oil (as determined by dōTERRA). The WA may not return the Annual Membership Oil to dōTERRA, except in accordance with the consumer guarantees under the Consumer Guarantees Act 1993.

7. Termination

7.1 The WA may terminate the Contract at any time and for any reason by giving written notice to dōTERRA.

7.2 dōTERRA may terminate the Contract at any time and for any reason by giving 30 days' written notice to the WA.

7.3 dōTERRA may terminate the Contract if the WA commits a material breach of a material term of the Contract;

- (a) which is not capable of remedy; or
- (b) which has not been remedied within 10 days (or such longer period requested by the WA and accepted by dōTERRA, acting reasonably) after receipt of notice from dōTERRA specifying the breach and its intention to terminate the Contract by reason of such breach.

7.4 dōTERRA may terminate the Contract without providing notice if the WA has not purchased dōTERRA products within the past 12 months.

7.5 If the Contract is terminated:

- (a) with effect from the date of termination, the WA:
 - (i) will cease to be eligible to sell dōTERRA products or services or to receive commissions, bonuses, or other remuneration from the activities of any former downline sales organisation; and

(ii) agrees to immediately discontinue use of any and all dōTERRA trademarks, service marks, and copyrighted materials.

- (b) dōTERRA will pay all commissions, bonuses or other remuneration that the WA has legitimately and lawfully accrued in respect of sales made prior to the termination of the WA Agreement.

8. Assignment

- (a) The WA may not assign any rights or obligations under the Contract without the prior written consent of dōTERRA (which will not be unreasonably withheld).
- (b) dōTERRA may assign the Contract at any time.

9. Withholding of amounts

9.1 In addition to any rights dōTERRA may have under clause 7, if the WA:

- (a) Fails to comply with the terms of the Contract; or
- (b) Fails to pay for products or services when payment is due, dōTERRA may provide written notice to the WA requiring it to remedy the matter or pay the amount within 10 days.

9.2 If the WA fails to comply with the requirements in a notice issued to it under clause 9.1, dōTERRA may, at its discretion, withhold from the WA any bonuses or commission amounts due to the WA until the relevant breach has been remedied, or payment has been made.

10. Limitation of Liability

To the extent permitted by law:

- (a) dōTERRA and its Related Companies (and their respective members, managers, directors, officers, shareholders, employees, assigns, and agents) (collectively referred to as Affiliates), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages; and
- (b) if dōTERRA or any Affiliate is found to be in breach of the Contract, the maximum amount of damages payable shall be limited to the aggregate value of all products the WA has purchased from dōTERRA in the preceding 12 months.

For the purposes of this clause, a Related Company has the meaning given to that term in section 2(3) of the Companies Act 1993, provided that references to "company" in that section will extend to any body corporate wherever incorporated or registered.

11. Release and indemnity

11.1 The WA releases and agrees to indemnify dōTERRA and its Affiliates from any and all liability, damages, fines, penalties, or other awards or settlements arising directly from the WAs actions in the promotion or operation of its dōTERRA business and any activities related to it.

11.2 Other than in the case of fraud, wilful misconduct or illegal or unlawful acts on the part of the WA, the liability to indemnify dōTERRA under clause 11.1 shall be limited to the aggregate value of all products the WA has purchased from dōTERRA in the preceding 12 months.

12. Product Liability claims

12.1 Subject to the limitations set out in this clause 12, to the extent required by law, dōTERRA (or an Affiliate nominated by dōTERRA) shall defend the WA from any claims made by customers alleging injury from use of a product, or injury due to a defective product.

12.2 The WA must immediately notify dōTERRA in writing of any such claim as soon as possible, and in any event no later than 5 business days from the date of receipt of the claimant's letter, or other form of communication alleging injury. WAs must allow dōTERRA (or an Affiliate) to assume the sole and absolute discretion respecting the defence of the claim, and use and choice of counsel as a condition to dōTERRA's obligation to defend them.

12.3 To the extent permitted by law, dōTERRA shall have no obligation to defend a WA for a liability under this clause 12 to the extent that the liability arises as a result of an act or omission of the WA where:

- (a) the WA has not complied with the obligations and limitations in the Contract covering the distribution and/or sale of the products; or
- (b) the WA 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 any approved literature supplied by dōTERRA in relation to the product that is the subject of the claim; or
- (c) the WA settles or attempts to settle a claim in relation to the liability without dōTERRA's written approval.

13. Entire Agreement

- (a) The terms of this Contract constitute the entire agreement between dōTERRA and the WA.
- (b) Any promises, representations, offers, or other communications not expressly set forth in this Contract are of no force or effect.

14. Waiver and Severability

14.1 Any waiver by dōTERRA of any breach of the Contract must be in writing and signed by an authorised officer of dōTERRA.

14.2 A waiver by dōTERRA of any breach of the Contract shall not operate, or be construed, as a waiver of any subsequent breach by the WA.

14.3 If any provision of the Contract is held to be invalid or unenforceable, such provision shall apply with applicable wording deleted, or more narrowly applied, to the extent necessary to make it reasonable and necessary, as the case requires. The balance of the Contract shall remain in full force and effect.

15. Survival

Each party's obligations under clauses 3, 5, 10, 11, 13, 14, 17, 19 and 23 of the Contract shall survive for a period of 3 years beyond the termination of the Contract.

16. 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 or terrorism of any form.

17. Resolution of Conflicts

17.1 In the event of any dispute, claim, question, or disagreement arising from or relating to the Contract, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement and agree to consult and negotiate with each other in good faith and, recognising their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

17.2 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 shall be settled by binding arbitration administered in Auckland, New Zealand, by a single arbitrator, to be agreed upon by the parties or, failing agreement, to be nominated by the president or equivalent of the Arbitrators and Mediators Institute of New Zealand Inc (or their nominee). The arbitrator will decide the dispute in accordance with New Zealand law and will conduct the arbitration in accordance with the Arbitration Act 1996. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

17.3 A party may not start court or arbitration proceedings unless it has first followed the escalation procedure set out in this clause 17, provided that, nothing herein shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect that party's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

18. Governing Law

This Contract is governed by the laws of New Zealand, and, subject to clause 17, the parties consent to exclusive jurisdiction before any court in that jurisdiction.

19. Use of Name and Image

The WA authorise dōTERRA to use their name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.

20. Confidential Information

All commercial information provided by dōTERRA to the WA is confidential to dōTERRA and may not be disclosed to any person except:

- (a) to employees, legal advisers, auditors and other consultants of the WA who require the information for the purposes of the Contract;
- (b) with the consent of dōTERRA;
- (c) if the information, at the date the Contract is entered into, is lawfully in the possession of the WA through sources other than dōTERRA;
- (d) if required by law, or if strictly and necessarily required in connection with legal proceedings relating to this Contract; or
- (e) if the information is available to interested members of the public other than as a result of breach of confidence by the WA.

21. Electronic Communication

- (a) dōTERRA and its affiliates shall communicate with the WA through electronic mail at the email address provided in this Contract.
- (b) The WA acknowledges such communications may include offers or solicitations for the sale and purchase of dōTERRA products, sales aids, or other services.

22. Counterparts

This document may consist of a number of copies, each signed by one or more parties to it. If so, the signed copies are treated as making up a single document and the date on which the last counterparty is executed is the date that it is submitted to dōTERRA by email.

23. Privacy

23.1 The WA gives consent to dōTERRA to collect, use, store and disclose any personal information that it provides to dōTERRA, or authorises dōTERRA to collect, in accordance with the dōTERRA Privacy Policy (as updated from time to time), a copy of which is available at https://www.doterra.com/NZ/en_NZ/privacy-policy (Privacy Policy).

23.2 Without limiting the foregoing, WA gives consent to dōTERRA to process the personal information received as part of this Contract and to transfer this personal information, together with information about its future sales activities, to any of dōTERRA's worldwide subsidiaries and affiliated companies, and de-identified information about sales activities to other WAs who are in the same sales organisation or distribution chain, for the sole purpose of administering the sales and distribution of dōTERRA's products and providing reports to its WAs of sales activity in their sales organisations and in accordance with the dōTERRA Privacy Policy.

23.3 The WA acknowledges and agrees that:

- (a) the transfer of information contemplated in clause 23.1 may be made to countries without a level of legal protection of privacy equivalent to that provided in the WA's local jurisdiction and the entities to whom information is transferred may not be required to protect the information in a way that, overall, provides comparable safeguards to those in New Zealand;
- (b) if the WA receives sales reports containing personal information of other WAs, it will not use such information except in the administration and development of its sales organisation, and that upon termination of this Contract, it will immediately delete all such information from its files, except as otherwise required by law.

23.4 The WA confirms that, if it provides any personal information to dōTERRA about another individual, the relevant individual has consented to dōTERRA collecting, using, storing and disclosing their personal information, and has been informed of their rights to access and request correction of their personal information, in accordance with the dōTERRA Privacy Policy.

23.5 The dōTERRA Privacy Policy contains further information about dōTERRA's privacy practices and procedures including information about how a WA can seek access to or request correction of their personal information

24. GST

24.1 Interpretation

For the purposes of this clause, "GST Act" means the Goods and Services Tax Act 1985 and, unless the contrary intention appears, a term which has a defined meaning in the GST Act has the same meaning when used in this clause.

24.2 Unless the Contract expressly states otherwise, the WA agrees that:

- (a) all consideration that is to be provided to the WA under this Contract is exclusive of GST;
- (b) if GST is payable, or notional payable, on a supply made to the WA in connection with this Contract, the WA will pay the supplier an additional amount equal to the amount of GST payable on that supply (GST Amount) unless the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse-charge;
- (c) subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided;
- (d) any payment, indemnity, reimbursement or similar obligation that is required to be made in connection with the Contract which is calculated by reference to an amount paid by the WA must be reduced by the amount of any input tax credits which the WA is entitled;
- (e) if a commercial view is formed that certain amounts should not be grossed-up for GST (e.g. prices referable to enrolment kits), these prices can be specified as being inclusive of GST (if any) in the WA.

25. Withholding tax

The WA acknowledges that if a law or directive requires dōTERRA to withhold or deduct an amount in respect of taxes from any payment under or in connection with this Contract:

- (a) dōTERRA is entitled to withhold or deduct the amount for the taxes;
- (b) that withholding or deduction satisfies dōTERRA's obligations to pay that amount to the WA under this Contract; and
- (c) dōTERRA will not be required to gross-up any amount payable on account of such withholding or deduction.

26. Rights of Affiliates

For the purposes of the Contract and Commercial Law Act 2017, Part 2, Subpart 1 (Contract Privacy), references in this Agreement to an Affiliate are intended to confer a benefit on each Affiliate and may be relied upon and enforced by each Affiliate. However, amendments to this Agreement do not require their consent. This agreement is not intended to confer a benefit on or create any obligation enforceable at the suit of any other person other than the parties

Signature

POPULAR STARTER PACKS



Nature's Solutions

WHOLESALE: \$710^{NZ} PV: 400



Home Essentials

WHOLESALE: \$325^{NZ} PV: 210



Emotional Wellness

WHOLESALE: \$252^{NZ} PV: 125



AromaTouch®

WHOLESALE: \$290^{NZ} PV: 200

Product	Quantity	Item Price	Total Price

Grand Total

First & Last Name		Shipping Address <input type="checkbox"/> Same As Billing Address	
Co-Applicant Name (if applicable:)		City, State, Post Code	
Company Name (if applicable, requires business application addendum)		Contact Number	
Billing Address		Date of Birth (DD/MM/YYYY)	Co-Applicant Date of Birth (if Applicable)
City, State, Post Code		Email Address	
Enroller Name	Enroller #ID	Sponsor Name	Sponsor #ID

I want to be a Wholesale Customer of dōTERRA. I have read and agree to the terms and conditions found on the back of this form and online on doterra.com/NZ/en_NZ. I agree that I do not currently have an interest in any active dōTERRA account.

Signature	Co-Applicant Signature (if applicable)	Date
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Credit card information must be submitted through online enrolment at doterra.com/NZ/en_NZ. Credit card information submitted will be stored through dōTERRA. Upon the approval of the order, credit card information should be removed and shredded from this form. Would you like your credit card to remain on file with dōTERRA for future purchases? YES NO

Credit Card No.	Verification Code	Code Expiration Date	Name As It Appears On CC
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1. Membership: A Wholesale Customer Membership ("Membership") allows you to purchase dōTERRA products for personal use at dōTERRA wholesale prices. dōTERRA reserves the right to refuse Membership to any applicant.

2. Membership Fee and Renewal: A Membership fee of \$35.00 is for one 12-month period from the date of enrolment of the Member. Upon the expiration of the 12-month period, dōTERRA will sell to Member an Annual Membership Oil each for \$25, which shall be equal to the wholesale price of the essential oil contained in the Annual Membership Oil (as determined by dōTERRA). The Member may not return the Annual Membership Oil to dōTERRA, except in accordance with the consumer guarantees under the Consumer Guarantees Act 1993 (CGA). All amounts in this clause 2 are inclusive of GST.

3. Return Policy: The CGA contains rights and remedies when a product does not comply with a statutory guarantee. Amongst other rights and obligations under the CGA and other New Zealand consumer laws, where a product does not comply with a statutory consumer guarantee and the problem with the product can be remedied and is not of a substantial character, dōTERRA may provide a replacement or refund or repair the product. If the problem with the product cannot be remedied or is of a substantial character, the Member may reject the product and request a refund. Alternatively, the Member can ask for compensation for any reduction in the value of the product below the price paid by the Member.

dōTERRA's Return Policy, which is set out below in (a) to (d), is in addition to any rights and remedies which are available under the New Zealand consumer laws, including the CGA, and is not intended to limit the application of those rights and remedies. Please note that (b) and (c) below only apply to products which are Currently Marketable, which is defined in (d) and (e) below.

- (a) **Return of Products Within 30 Day:** dōTERRA will refund one hundred percent (100%) of the purchase price of Currently Marketable products purchased from or serviced by dōTERRA ("Company") that are returned within thirty (30) days of purchase, less shipping costs. dōTERRA will provide a Product Credit of one hundred percent (100%) of the purchase price or a refund of ninety percent (90%) of the purchase price on products purchased from the Company not Currently Marketable that are returned by a Member within (30) days of purchase, less shipping costs.
- (b) **Return of Product Within 31 to 90 Days:** From the day which is thirty-one (31) days after and up to the day which is ninety (90) days after 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 purchased from the Company that are returned by a Member, less shipping costs.
- (c) **Returns From 91 days to One Year After Purchase:** After the day which is 91 days and up to the day which is twelve (12) months after the date of purchase, dōTERRA will provide a Product Credit or a refund of (90%) of the purchase price on Currently Marketable products purchased from the Company that are returned, less shipping costs.
- (d) **Currently Marketable:** Products shall be deemed Currently Marketable if each of the following elements is satisfied: 1) product is purchased from dōTERRA; 2) they are unopened and unused; 3) packaging and labelling have not been altered or damaged; 4) the product expiration date has not passed; and 5) the product contains current dōTERRA labelling.
- (e) Products shall not be considered Currently Marketable if the Company discloses prior to purchase that the products are seasonal, discontinued, limited time offers, or special promotion products not subject to the Return Policy.

4. Loyalty Rewards Program: While a Member has no requirement to purchase products, a Member can ensure that the Member will receive monthly deliveries of dōTERRA products by enrolling in the Loyalty Rewards Program (LRP) after the first month of enrolment. If the Member's LRP Order is at least 50 Personal Volume (PV) points every calendar month, the Member is eligible to receive Product Credits each month.

PV is the point value of products purchased by a Member in one calendar month. Not all products will generate PV points and PV does not include purchases of product with Product Credit.

The PV of a product is clearly delineated on the Product Order Form. Product Credits are non-cash redeemable points that can be used to purchase dōTERRA designated products.

After Member has been an LRP participant for a minimum of 60 days, Member can redeem Product Credits to purchase full PV

products. LRP Product Credits can be redeemed for 12 months from the date of issue, after which they expire. The Product Credits can be redeemed for a \$3 administrative fee by calling (08) 0046 6815 or contacting dōTERRA Customer Service. Products purchased with LRP credits are not for resale and dōTERRA's Returns Policy does not apply. 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 dōTERRA. Any subsequent LRP order can be cancelled online. Further detail about the LRP is provided in the dōTERRA Policy which is available at <https://media.doterra.com/nz-otg/brochures/policy-manual.pdf>

5. Resale of Products: Member agrees that they will not resell dōTERRA products purchased through the Membership.

6. Limitation of Liability: To the fullest extent permitted under law (but subject always to the CGA):

- (a) dōTERRA excludes all implied terms and warranties relating to the subject matter of this Agreement;
- (b) dōTERRA and its Related Companies (and their respective members, managers, directors, officers, shareholders, employees, assigns, and agents) (collectively referred as "Affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages;
- (c) dōTERRA's, and each Affiliate's, liability under or in connection with this Agreement shall be limited to the aggregate value of amounts paid by the Member for the products purchased from dōTERRA under this Agreement in the preceding 12 months, or the time since commencement of this Agreement (whichever period is shorter); and
- (d) dōTERRA's and each Affiliate's liability to the Member for loss or damage of any kind arising under or in connection with this Agreement will be reduced or limited to the extent (if any) that the Member causes or contributes to the loss or damage.

For the purposes of this clause, a Related Company has the meaning given to that term in section 2(3) of the Companies Act 1993, provided that references to "company" in that section will extend to any body corporate wherever incorporated or registered.

7. Dispute Resolution:

7.1 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, the parties shall first use their best efforts to settle the dispute. If the parties cannot resolve the dispute, all disputes, claims, questions, or differences shall be finally settled by binding arbitration administered in Auckland, New Zealand, by an arbitrator to be agreed upon by the parties or, failing agreement, to be nominated by the president or equivalent of the Arbitrators and Mediators Institute of New Zealand Inc (or their nominee). The arbitrator will decide the dispute in accordance with New Zealand law and will conduct the arbitration in accordance with the Arbitration Act 1996. The parties consent to exclusive jurisdiction and venue before any court in New Zealand, for purposes of enforcing an award by an arbitrator. This agreement to arbitrate shall survive any termination or expiration of the Membership.

8. Governing Law/Jurisdiction: Governing law shall be the laws applicable in New Zealand and, subject to clause 7, the parties consent to exclusive jurisdiction before any court in that jurisdiction. Members agree that, notwithstanding any statute of limitation to the contrary, any claim or action a Member may wish to bring against dōTERRA for any act or omission relating to the terms and conditions or Membership 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.

9. Electronic Communication: Member authorises dōTERRA and its affiliates to communicate with Member through electronic mail at the email address provided to dōTERRA. Member understands that such email may include offers or solicitations for the sale and purchase of dōTERRA products, sales aids, or services.

10. Survival: Sections 6, 7, 8, 9, and 11 of these terms and conditions, shall survive the termination of the Membership.

11. Privacy:

11.1 By creating a Membership with dōTERRA, Member gives consent to dōTERRA to collect, use, store and disclose any personal information that it provides to dōTERRA, or authorises dōTERRA to collect, in accordance with the dōTERRA Privacy Policy (as updated from time to time), a copy of which is available at https://www.doterra.com/NZ/en_NZ/privacy-policy (Privacy Policy).

11.2 Without limiting the foregoing, WA gives consent to dōTERRA to the processing of the personal information contained in Member's Membership and the transfer of such personal information, together with information about the Member's purchase activities, to any of dōTERRA's worldwide subsidiaries and affiliated companies, and to others who are in a sales organisation or distribution chain, for the purpose of administering the sales and distribution of dōTERRA's products and providing reports to its Wellness Advocates of sales activity in their sales organisations. Member understands that:

- (a) this personal information may be transferred to recipients in countries other than the country in which the information originally was collected;
- (b) those countries may not have the same data protection laws as the country in which Member initially provided the information and may not be required to protect the information in a way that, overall, provides comparable safeguards to those in New Zealand; and
- (c) if the Member does not want this personal information processed or transferred as described herein, it must not create a Membership with dōTERRA.

11.3 dōTERRA's Privacy Policy contains further information about dōTERRA's privacy practices and procedures including information about how a Member can seek access to or request correction of their personal information.

12. Termination:

- (a) **Member Termination:** Members may terminate their Membership online at any time. The termination will be effective in the calendar month in which it is received so long as the Member's credit card has not been charged for their LRP order for that month. If the Member terminates their Membership after their credit card has been charged for their LRP order for that month, the termination will be effective for the LRP order cycle in the following month.
- (b) **dōTERRA Termination:** Member understands that dōTERRA may terminate their Membership if:
 - (i) the credit card which the Member has authorised expires, is cancelled or is declined; or
 - (ii) the Member breaches the terms and conditions of their Membership and fails to remedy the breach.

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

14. GST: For the purposes of this agreement, "GST Act" means the Goods and Services Tax Act 1985 (NZ) and, unless the contrary intention appears, a term which has a defined meaning in the GST Act has the same meaning when used in this agreement.

Unless otherwise stated, all consideration that is to be provided under this agreement is exclusive of GST. If GST is payable, or notionally payable, on a supply made to the WC in connection with this agreement, the WC will pay the supplier an additional amount equal to the amount of GST payable on that supply (GST Amount) unless the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse-charge.

Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided. Any payment, indemnity, reimbursement or similar obligation that is required to be made in connection with this agreement which is calculated by reference to an amount paid by the WC must be reduced by the amount of any input tax credits to which the WC is entitled.

15. Rights of Affiliates: For the purposes of the Contract and Commercial Law Act 2017, Part 2, Subpart 1 (Contract Privy), references in this Agreement to an Affiliate are intended to confer a benefit on each Affiliate and may be relied upon and enforced by each Affiliate. However, amendments to this Agreement do not require their consent. This agreement is not intended to confer a benefit on or create any obligation enforceable at the suit of any other person other than the parties

Signature

