

# NEW ZEALAND WELLNESS ADVOCATE AGREEMENT

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

	ITEM	SKU	WHOLESALE PRICE	WHOLESALE SAVINGS	% DISCOUNTED	PV
<input type="checkbox"/>	<b>Family Essential</b> Starter Pack	60221206	NZ \$202	-	-	135
<input type="checkbox"/>	<b>Home Essential</b> Starter Pack	60221207	NZ \$327	NZ \$233	NZ 42%	210
<input type="checkbox"/>	<b>Nature's Solutions</b> Starter Pack	60221484	NZ \$709	NZ \$430	NZ 38%	400
<input type="checkbox"/>	<b>Simple Solutions</b> Starter Pack	60224634	NZ \$160	NZ \$87	NZ 35%	100
<input type="checkbox"/>	<b>Emotional Wellness</b> Starter Pack	60224732	NZ \$247	NZ \$107	NZ 30%	125
<input type="checkbox"/>	<b>AromaTouch®</b> Starter Pack	60224970	NZ \$300	-	-	200
<input type="checkbox"/>	<b>Healthy Habits</b> Starter Pack	60227367	NZ \$464	-	-	250
<input type="checkbox"/>	<b>MetaPWR® Lifestyle</b> Starter Pack	60226060	NZ \$284	NZ \$230	NZ 45%	130

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](http://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:

- The WA must be at least 18 years of age.
- 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).
- The WA is entitled to build a dōTERRA sales organisation, in accordance with the terms of the Contract.
- The WA is encouraged to train and motivate other WAs in its downline marketing organisation.
- The WA is responsible for complying with all relevant laws, rules and regulations applicable to running the WA's dōTERRA business.
- The WA shall perform its obligations as a WA with honesty and integrity and in accordance with dōTERRA's Values.
- 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:**

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

2.2 In carrying on the WA's 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:

- 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.
- 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.
- The WA shall have complete control over the manner and means by which it operates its dōTERRA business, subject to compliance with the Contract.
- 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 WA's dōTERRA business.
- 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.
- The WA agrees that:
  - It shall determine its own hours of work, work location and supply its own equipment and tools for operating its dōTERRA business; and
  - It will maintain insurance applicable to running its own dōTERRA business, including any workers compensation insurance if required or applicable.

**4. dōTERRA Policy Manual**

- 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 WA's dōTERRA business.
- The WA acknowledges and agrees that it has received, carefully read and understands the Policy Manual.
- 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 WA's dōTERRA business may constitute a material breach of the Contract, for the purposes of clause 7.
- 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**

- The term of the Contract, and each subsequent renewal term, shall be one year.
- Unless a party notifies the other of its intent to terminate the Contract less than 30 days prior to expiry, it will be renewed on its anniversary date.

**6. Enrolment Kit and Annual Membership Oil**

- 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](https://www.doterra.com/NZ/en_NZ/pl/enrolment-kits).
- 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**

- The WA may terminate the Contract at any time and for any reason by giving written notice to dōTERRA.
- dōTERRA may terminate the Contract at any time and for any reason by giving 30 days' written notice to the WA.
- dōTERRA may terminate the Contract if the WA commits a material breach of a material term of the Contract;
  - which is not capable of remedy; or
  - 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.
- dōTERRA may terminate the Contract without providing notice if the WA has not purchased dōTERRA products within the past 12 months.
- If the Contract is terminated:
  - with effect from the date of termination, the WA:
    - 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

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

- 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**

- 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).
- 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:**

- Fails to comply with the terms of the Contract; or
- 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:

- 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
- 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 WA's 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:

- the WA has not complied with the obligations and limitations in the Contract covering the distribution and/or sale of the products; or
- 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
- the WA settles or attempts to settle a claim in relation to the liability without dōTERRA's written approval.

**13. Entire Agreement**

- The terms of this Contract constitute the entire agreement between dōTERRA and the WA.
- 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:

- to employees, legal advisers, auditors and other consultants of the WA who require the information for the purposes of the Contract;
- with the consent of dōTERRA;
- if the information, at the date the Contract is entered into, is lawfully in the possession of the WA through sources other than dōTERRA;
- if required by law, or if strictly and necessarily required in connection with legal proceedings relating to this Contract; or
- 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**

- dōTERRA and its affiliates shall communicate with the WA through electronic mail at the email address provided in this Contract.
- 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 counterpart 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](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:**

- 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;
- 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:**

- all consideration that is to be provided to the WA under this Contract is exclusive of GST;
- if GST is payable, or notionally 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;
- 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 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;
- 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:

- dōTERRA is entitled to withhold or deduct the amount for the taxes;
- that withholding or deduction satisfies dōTERRA's obligations to pay that amount to the WA under this Contract; and
- 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 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