

STEP 1 Business Information

Company Name

Billing Address

City, State, Zip

Tax ID No.

Shipping Address: Same as Billing Address

City, State, Zip

STEP 2 Contact Information

Responsible Party Name

Email Address

Enroller Name and Wellness Advocate Number

Primary Phone

Mobile Phone

Sponsor Name and Wellness Advocate Number

STEP 3 Acknowledge Terms on Back by Signing

YES, I want a Professional Account at dōTERRA International, LLC. I have read and agree to the terms and conditions found on the back of this Professional Account Agreement. I agree that I do not currently have an interest in another professional account.

Applicant Signature

Print Name

Date

¹ If Company is a corporate entity, you must submit a copy of requested organizing documents (e.g. Articles of Organization, etc.), any tax exemption and/or resale certificate, and a completed IRS W-9 Form.

PROFESSIONAL ACCOUNT TERMS AND CONDITIONS

- 1. Professional Account.** A Professional Account allows you to purchase dōTERRA products for retail sale at 35% off of retail price. dōTERRA reserves the right to refuse a Professional Account to any applicant.
- 2. Enrollment Fee and Term.** An enrollment fee of \$35.00 is for one 12-month period from the date of enrollment of the Professional Account. Thereafter, the term of this Professional Account is month to month and may be terminated by dōTERRA by providing thirty (30) days written notice to me.
- 3. Return Policy.**
 - a. Return of Products Within 30 Days.** dōTERRA will refund one hundred percent (100%) of the purchase prices (plus applicable tax if prepaid) of Currently Marketable products purchased from dōTERRA 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 (plus applicable tax if prepaid) or a refund of ninety percent (90%) of the purchase price (plus applicable tax if prepaid) on products purchased from dōTERRA not Currently Marketable that are returned by me within (30) days of purchase, less shipping costs.
 - b. Return of Product Within 31 to 90 Days.** From thirty-one (31) days and up to ninety (90) days from the date of purchase, dōTERRA will provide a product credit of one hundred percent (100%) or a refund of ninety percent (90%) of the purchase price (plus applicable tax if prepaid) on Currently Marketable products purchased from dōTERRA that are returned by me, less shipping costs..
 - c. Returns From 91 days to One Year After Purchase.** After 91 days and up to twelve (12) months from the date of purchase, dōTERRA will provide a Product Credit of ninety (90%) or a refund of (90%) of the purchase price (plus applicable tax if prepaid) on Currently Marketable products purchased from dōTERRA that are returned, less shipping costs (excludes limited time offers and expired items).
 - 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 labeling have not been altered or damaged; 4) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 5) the product expiration date has not elapsed; and 5) the product contains current dōTERRA labeling. Products shall not be considered Currently Marketable if dōTERRA discloses prior to purchase that the products are seasonal, discontinued, limited time offers, or special promotion products not subject to the Return Policy.
- 4. Sales:** I agree that I will not sell dōTERRA products through online auctions or mall sites, including but not limited to Walmart.com, Taobao.com, Alibaba, Tmall.com, Tencent platforms, Yahoo!, eBay or Amazon. Wellness Advocates that also have a Professional Account may seek authorization to sell their dōTERRA products through the authorization process as outlined in the dōTERRA Policy Manual. I acknowledge that dōTERRA may implement a unilateral minimum advertised price (MAP) policy and violation of the MAP policy may result in discipline and may include but is not limited to, canceling pending orders, restriction on future orders, and discontinuing doing business with me.
- 5. Limitation of Liability.** To the fullest extent allowable by Utah law and regardless of the form of any claim (whether in tort, contract, or other), I agree dōTERRA, its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred as "affiliates"), shall not be liable for special, indirect, incidental, punitive, or consequential damages, including lost profits. If dōTERRA is found liable on any claim I make, I agree the maximum amount of damages I may claim shall be limited to the total amount money dōTERRA actually received from me pursuant to the terms of this agreement.
- 6. Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, the parties hereto shall first 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 with 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 settled by binding arbitration administered in Provo, Utah, by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The parties agree that any claims submitted to arbitration will be submitted in the party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. No arbitration or other proceeding will be combined with another without the consent of all parties to all affected arbitrations or proceedings. Notwithstanding this agreement to arbitrate, the parties agree that claims for only injunctive relief may be brought exclusively in either the United States District Court for the District of Utah or the state courts in Utah County, Utah. The parties further agree that judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive any termination or expiration of the Professional Account.
- 7. Governing Law.** To the fullest extent allowed by law, all actions arising out of or relating to this agreement will be governed by the laws of the State of Utah without giving effect to the principles of conflict of laws. I agree that, notwithstanding any statute of limitation to the contrary, any claim or action I may wish to bring against dōTERRA for any act or omission arising out of or relating to the terms and conditions of the Professional Account 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. I waive any and all claims or rights to have any other statute of limitations apply.
- 8. Electronic Communication.** I authorize dōTERRA, its affiliates and independent contractors to communicate with me through electronic mail at the email address provided to dōTERRA. I understand that such email may include offers or solicitations for the sale and purchase of dōTERRA products, sales aids, or services.
- 9. Survival.** Sections 5, 6, 7, 8, and 10 of these terms and conditions, shall survive the termination of the Professional Account..
- 10. Data.** By creating a Professional Account with dōTERRA, I consent to the processing of personal data contained in the Professional Account application and account, and to the transfer of such personal data, together with information about this Professional Account's purchase activities, to any of dōTERRA's worldwide subsidiaries and affiliated companies, and to others who are in the sales organization or distribution chain for the purpose of administering the sales and distribution of dōTERRA's products and for the purpose of providing sales activity to others in the sales organizations. I understand that this personal data may be transferred to recipients in countries other than the country in which the data originally was collected. Those countries may not have the same data protection laws as the country in which I initially provided the data. For additional information on dōTERRA's privacy practices, please see dōTERRA's privacy policy located at www.doterra.com. If you do not want this personal data processed or transferred as described herein, please do not create a Professional Account with dōTERRA.
- 11. Amendment.** Professional account holder agrees that these terms and conditions may be amended at any time at the sole discretion of dōTERRA, and account holder agrees that upon 30 days' notice any such amendment will apply to account holder. 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 professional account holder's acceptance of any and all dōTERRA amendments to the terms and conditions.