dōTERRA

WELLNESS ADVOCATE AGREEMENT - US

STEP 1 Personal Information					
First & Last Name		Home Phone			
Co-Applicant Name (if applicable)		Work Phone			
Company Name (if applicable, requires business application addendum)		Email			
Street Address		Date of Birth MM/DD/YYYY			
City, State, Postal Code		Co-Applicant Date of Birth			
Mobile Phone		Social Security No. or Tax ID No. (Needed for potential earnings)			
Enrolling Sponsor Phone No. or Wellness A	Advocate No. Placement S		or (if different)	Phone No. or Wellness Advocate No.	
STEP 2 Choose an Enrollment Option					
• \$275.00 225 PV □ Cleanse & Restore Kit • \$245.00 175 PV □ AromaTouch Diffused • \$150.00 100 PV □ Family Essentials & Beadlets • \$150.00 110 PV □ Emotional Aromatherapy	PLANS TO ST Every Oil Kit Save \$697 Cost \$1,95	7.25 • Save \$1,014.95		Wellness Advocate Introductory Packet • \$35.00 Qty Other Products	
Diffused Kit • \$195.00 145 PV				* Points will be redeemable 60 days following enrollment if qualifications are met.	
Start at 10% Start at 15%	Start at		Start at 25%	30%	
and Receive 100 LRP Points*	and Receive 200	LRP Points*	and Receive 400 LRP Points*	+ 25%	
				= 55%	
Total Savings and Product Credits Shipping: □ Ship to address above □ Hold for pick up at Product Cent	ter			= 3370	
STEP 3 Monthly Loyalty Rewards Program	(Optional)		☐ For personal c	onsumption (not for resale)	
Favorite LRP Selections*:	Qty Product	<u> </u>	Loyalty Rewards Points	wards Points: As a Loyalty Rewards	
☐ Health Essentials: LLV, DDR Prime,® Lemon, 125 PV	49		participant, you can earn up to 30% of your purchase back in points that can be redeemed for free product.		
□ Digestive: LLV, GX Assist, PB Assist, pB Assist, DigestZen TerraZyme, Zendocrine Softgels, 127.5 PV □ Women's Health: Women's Health Kit, LLV, Serenity Bath Bar, 125 PV			the 15th for 125 PV or I	Product of the Month Club: Set your LRP order on or befo the 15th for 125 PV or higher and receive the free Produc of the Month.	
☐ Children's Health: a2z/IQ Mega® Pack, InTune®, döTERRA OnGuard®, Citrus Bliss® döTERRA Balance® 126.5 PV			Date to ship LRP order:	(1–13, 16–28)	
Skin Care: Veráge® Skin Care System, Hand and Body Lotion, Lavender,			Ship to address above	Hold for pick up at Product Cente	
Melaleuca, Citrus Bliss® Invigorating Bath Bar, 129.5 PV Slim & Sassy® Trim Kit: Four 15 mL bottles Slim & Sassy® Metabolic Blend, 1 Chocolate TrimShake, 1 Vanilla TrimShake, 125 PV		TOTAL (Note: Your first Loyalty Rewards shipment will begin the month following your enrollment)		vards shipment will begin the month	
STEP 4 Payment Information					
☐ Check or ☐ Credit Card (Please contact Memi	ber Services)				
STEP 5 Acknowledge Terms on Back by Sig	gning				
I want to be a Wellness Advocate of dōTERRA International LLC. I have read and agree to the tell agree that I do not currently have an interest in any dōTERRA account, or if I do have or ever I doterra.com)					
Applicant Signature		cant Signature	Date		

[≪]Sign the Back

- 1. Obligations and Representations. I understand that as a Wellness Advocate of doTERRA International, LLC ("doTERRA"):

 • I must be of legal age in the state in which I reside.

 - · I have the right to offer for sale doTERRA products and services in accordance with the terms and conditions of this Wellness Advocate Agreement.

 I have the right to build a dōTERRA sales organization.
- · I will train and motivate the Wellness Advocates in my downline marketing organization.
- · I will comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

 I will perform my obligations as a Wellness Advocate with
- honesty and integrity.
- · I will use only the sales agreements and order forms which are provided by doTERRA for the sale of goods and services, and I will follow all policies and procedures established by doTERRA for the completion and processing of such agreements and orders.
- 2. Presenting doTERRA Products and Services. I agree to present the doTERRA Compensation Plan and doTERRA products and services as set forth in official doTERRA iterature and presentations.
- 3. Independent Contractor Status. I agree that as a doTERRA Wellness Advocate, I am an independent contractor and not an employee, agent, partner, legal representative or franchisee of doTERRA. I am not authorized to and will not 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 doTERRA Policy Manual, and the doTERRA 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 dÖTERRA FOR FEDERAL OR STATE TAX PURPOSES. I acknowledge and agree that doTERRA is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection and remittance agreements between doTERRA, all appropriate taxing jurisdictions, and all related rules and procedures.
- 4. doTERRA Policies. I have carefully read and agree to comply with the doTERRA Policy Manual and the doTERRA 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 doTERRA. I understand that the Contract, including this Wellness Advocate Agreement, the doTERRA Policy Manual, and the doTERRA Sales Compensation Plan, may be amended at any time at the sole discretion of doTERRA, and I agree that upon 30 days notice, any such amendment will apply to me. Notification of amendments will be published in official doTERRA materials including the Company's official website. The continuation of my doTERRA business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments to the contract.
- 5. Term and Termination. The term of this Contract and each subsequent renewal is one year. Unless a party notifies the other of its intent to terminate the Contract, I understand and agree that the Contract is renewed automatically each year on its anniversary date. I understand and agree that I will need to pay a renewal fee each year to renew my Contract with dōTERRA. I agree that dōTERRA may automatically charge my credit card each year in the amount of \$25.00 during the anniversary month of my Contract. doTERRA may terminate my account at any time for violation of the terms and conditions of the Contract including any amendments thereto. 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 doTERRA 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

- termination, or nonrenewal, I agree to forfeit and waive all rights I have, including but not limited to property rights, my former downline organization, and any commissions, bonuses, or other remuneration derived through the sales and other activities of my former downline organization. If my Contract is not renewed, or if it is cancelled or terminated for any reason. I agree to immediately discontinue use of any and all doTERRA 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.
- 6. 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 doTERRA renders the Contract terminable at the option of doTERRA and may result in termination of my business.
- 7. Breach of the Agreement. I understand that if I fail to comply with the terms of my Contract, doTERRA may, in its sole discretion, impose upon me disciplinary action as set forth in the doTERRA 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 doTERRA for any reason, including but not limited to for commissions or bonuses paid on returned product, I authorize doTERRA 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 doTERRA
- 8. Limitation of Liability and Indemnification. doTERRA, its 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. If doTERRA 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 doTERRA 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 doTERRA independent business and any activities related to it (for example, but not limited to, the presentation of doTERRA 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 federal, state, or municipal law or regulation, etc.).
- 9. Entire Agreement. This Wellness Advocate Agreement, the Sales Compensation Plan, and the doTERRA Policy Manual, in their current forms and as amended by doTERRA in its discretion, together constitute the entire agreement and Contract between doTERRA 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.
- 10. Waiver and Severability. Any waiver by doTERRA of any breach of the Contract must be in writing and signed by an authorized officer of doTERRA. Waiver by doTERRA 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.
- . Survival. Sections 5, 8, 9, 10, 12, 13, 16, and 17 of this Wellness Advocate Agreement, as well as the covenants to protect doTERRA'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.

- 12. Resolution of Conflicts. In the event of any dispute, claim, question, or disagreement arising from or relating to this Wellness Advocate Agreement or 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, recognizing their mutual interests, 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 shall be finally settled by arbitration administered in Provo, Utah, by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and there shall be no right or authority for any dispute, claim, question or disagreement to be arbitrated on a class action basis. Judgment on the 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 Contract, Notwithstanding this arbitration provision, nothing herein shall prevent doTERRA 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 doTERRA'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.
- 13. Governing Law. The parties consent to exclusive jurisdiction and venue before any federal court in Salt Lake County or any state court in Utah County, State of Utah, for purposes of seeking equitable relief and/or enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue. I agree that, notwithstanding any statute of limitation to the contrary, any claim or action I wish to bring against doTERRA for any act or omission relating to the Contract 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 $\ensuremath{\text{d\bar{o}TERRA}}$ for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.
- 14. Use of Name and Image. I authorize doTERRA to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.
- 15. Electronic Communication. I authorize doTERRA and its affiliates to communicate with me through electronic mail at the email address provided in this Wellness Advocate Agreement. I understand that such email may include offers or solicitations for the sale and purchase of doTERRA products, sales aids, or
- 16. Counterparts. Emailed copies of this Wellness Advocate Agreement shall be deemed an original. To be valid, copies submitted to doTERRA by email must include the front and back of the document
- 17. Data Protection. I give consent for doTERRA to 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 sole purpose of administering the sales and distribution of doTERRA products and providing reports to its Wellness Advocates of sales activity in their sales organizations. I understand that this transfer of information may be made to countries without a level of legal protection of privacy equivalent to that provided in my home country. 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. If you do not want this personal data processed or transferred as described herein, please do not create a Wellness Advocate account with doTERRA.

All words with trademarks or registered trademark symbols are trademarks or registered trademarks of doTERRA Holdings, LLC.