Wellness Advocate Agreement—US

Aroma Essentials Collection

60221665
$165.00 whl | 125 PV

MetaPWR® System Kit

60223395
$195.00 whl | 165 PV

Natural Solutions Kit

60221656
$480.00 whl | 370 PV

Healthy Start Kit

60211452
$165.00 whl | 105 PV

Oil Collectors Kit

60221984
$2,250.00 whl | 2000 PV

Scan here to see all the kit details and additional enrollment kits.

I want to be a Wellness Advocate of doTERRA International, LLC. 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 doTERRA Policy Manual. I agree that I do not currently have a legal interest in any doTERRA account, or if I do have or ever have had such an interest, my application for this account does not violate doTERRA policies.

Signature
Co-Applicant Signature

Date
1. Obligations and Representations. I understand that as a Wellness Advocate of dōTERRA International, LLC ("dōTERRA"):
   • I must be of legal age to enter into which I reside.
   • I have the right to offer for sale dōTERRA products and services in accordance with the terms and conditions of this Wellness Advocate Agreement.
   • I will use only the sales agreements and order forms which are provided by dōTERRA for the sale of goods and services, and I will follow all policies and procedures established by dōTERRA for the completion and processing of such agreements and orders.

2. Presenting dōTERRA Products and Services. I agree to present the dōTERRA Compensation Plan and dōTERRA products and services as set forth in official dōTERRA literature and presentations.

3. Independent Contractor Status. I agree that as a Wellness Advocate, I am an independent contractor and not an employee, agent, partner, legal representative, or agent of dōTERRA.

4. dōTERRA Policies. I have carefully read and agree to comply with the dōTERRA Policy Manual and the dōTERRA Sales Compensation Plan, both of which are incorporated herein by reference and become part of the Contract. I understand that I must be in good standing and not in violation of the Contract in order to be eligible to receive any bonuses or commissions from dōTERRA. I understand that the Contract, including this Wellness Advocate Agreement, the dōTERRA Policy Manual, and the dōTERRA Sales Compensation Plan, may be amended at any time at the sole discretion of dōTERRA, and that I agree that upon 30 days notice, any such amendments shall apply to me. The provisions of amendments will be published in official dōTERRA materials including dōTERRA's official website. The continuation of my dōTERRA business or my acceptance of any duties under this Contract without the prior written consent of dōTERRA renders the Contract terminal at the option of dōTERRA and may result in termination of this Agreement.

7. Breach of the Agreement. I understand that if I fail to comply with the terms of my Contract, dōTERRA may, in its sole discretion, terminate the Contract as set forth in the dōTERRA 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. Notwithstanding any statute of limitation, if I am 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 personally purchased from dōTERRA and have remaining on hand. I release and agree to indemnify dōTERRA and its affiliates from any and all liabilities, damages, fines, penalties, or other awards that may arise from my actions in the promotion or operation of my dōTERRA business, or any activities related to (for example, but not limited to, the presentation of dōTERRA products or Sales Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorized claims, the failure to comply with any applicable federal, state, or municipal law or regulation, etc.).

9. Entire Agreement. This Wellness Advocate Agreement, the dōTERRA Policy Manual, and the dōTERRA Sales Compensation Plan, may be amended at any time at the sole discretion of dōTERRA, and I agree that upon 30 days notice, any such amendments shall apply to me. The provisions of amendments will be published in official dōTERRA materials including dōTERRA's official website. The continuation of my dōTERRA business or my acceptance of any duties under this Contract without the prior written consent of dōTERRA renders the Contract terminal at the option of dōTERRA and may result in termination of this Agreement.

5. Term and Termination. The term of this Contract is one year from the date of this Agreement signing. This Contract may be renewed each year for an additional one-year term. dōTERRA is not obligated to renew this Contract and may, in its sole discretion, reject any application for renewal. Unless you notify dōTERRA of your intent not to renew, dōTERRA notifies you of your intent not to renew, or unless the Contract is terminated by dōTERRA under the terms of the Contract or by operation of law, you will have the right to sell dōTERRA products and services in accordance with the terms and conditions of this Wellness Advocate Agreement.

12. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising out of or relating to the Contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement without permitting their respective representatives to consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. If the parties fail to reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences, except as provided herein, shall be submitted to arbitration according to the rules of the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The parties agree that any arbitration award rendered by the arbitrator(s) 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 prior written 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 the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive the termination or the cancellation of the Contract.

13. Governing Law. To the fullest extent allowed by law, all actions arising out of or relating to the Contract will be governed by the laws of the State of Utah without giving effect to the provisions of any 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 or any of its successors or assigns relating to or arising out of, or 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 dōTERRA for such act or omission. I waive and any all claims or rights to any statute of limitations or any and all lien rights.

14. Use of Name and Image. I authorize dōTERRA to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims against dōTERRA for the use of my name and image.

15. Electronic Communication. I authorize dōTERRA, its affiliates and independent contractors to communicate with me through electronic means including emails, text messages, and instant messaging services. I authorize dōTERRA 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 can control the information which I must keep in dōTERRA's business, subject to my compliance with this Wellness Advocate Agreement, the dōTERRA Policy Manual, and the dōTERRA Sales Compensation Plan (all of which are collectively referred to as the "Contract"). I agree that I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, lodging, sales tax, postage, long distance telephone, and other expenses. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF dōTERRA FOR FEDERAL OR STATE TAX PURPOSES. I acknowledge and agree that dōTERRA 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 witholding becomes required by law for non-tax purposes. I authorize dōTERRA to withhold or deduct from my bonuses and commissions any and all liability, damages, fines, penalties, or other awards that may arise from my actions in the promotion or operation of my dōTERRA business, or any activities related to (for example, but not limited to, the presentation of dōTERRA products or Sales Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorized claims, the failure to comply with any applicable federal, state, or municipal law or regulation, etc.).

16. Counterparts. Email written or facsimile or signatures on any contract, agreement or other instrument executed or performed by any person in dōTERRA shall have the same force and effect as if original counterparts were executed and performed.

17. Data Protection. I give consent for dōTERRA to process the personal data contained in this agreement/ agreement 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 affiliates, and to other dōTERRA account holders who are in the same sales organization or distribution chain for the purpose of administering the sales and distribution of dōTERRA products and providing customer service to dōTERRA’s worldwide subsidiaries, affiliated companies, and to other dōTERRA account holders in the sales organizations. I understand that the transfer of personal 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 notice regarding the transfer of my personal data to another dōTERRA account holder, I authorize dōTERRA to use all other personal data of other dōTERRA account holders’ activities, I agree that I will not use such data except as the administration and determination of my compensation and to any other reasonable purpose. I understand that information about dōTERRA’s privacy practices, please see dōTERRA’s privacy policy located at www.doterra.com. dōTERRA does not store personal data or information you processed or transferred as described herein, please do not create a Wellness Advocate account with dōTERRA.