

Please review these Terms and Conditions carefully, as they govern your relationship with dōTERRA International, LLC (“dōTERRA”). If you have any questions about these terms and conditions, please contact dōTERRA legal department. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION, JURY TRIAL WAIVER, AND A CLASS ACTION WAIVER THAT MAY AFFECT YOUR RIGHTS. PLEASE SEE THE DISPUTE RESOLUTION SECTION FOR MORE INFORMATION.

- Obligations and Representations.** I understand that as a Wellness Advocate of dōTERRA International, LLC (“dōTERRA”):
  - I must be of legal age in the state in 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 have the right to build a dōTERRA sales 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 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.
- 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.
- Independent Contractor Status.** I agree that as a dōTERRA Wellness Advocate, I am an independent contractor and not an employee, agent, partner, legal representative or franchisee of dōTERRA. 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 conduct the manner and means by which I operate my dōTERRA 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, secretarial, office, 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 withholding becomes legally required. I agree to be bound by all sales tax collection and remittance agreements between dōTERRA, all appropriate taxing jurisdictions, and all related rules and procedures.
- 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 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 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 I agree that upon 30 days notice, any such amendment will apply to me. Notification of amendments will be published in official dōTERRA materials including dōTERRA’s official website. The continuation of my dōTERRA business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments to the Contract.
- Term and Termination.** The term of this Contract is one year from the date it is submitted to dōTERRA. 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 its intent not to renew, or unless the Contract is terminated by dōTERRA, the Contract may be renewed each year on its annual anniversary date. I agree that dōTERRA may automatically charge my credit card each year in the amount of \$25.00 plus tax each year on the anniversary date to renew the Contract with dōTERRA. dōTERRA 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 dōTERRA 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 dōTERRA trademarks, service marks, Wellness Advocate and Customer lists, 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.
- 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 dōTERRA renders the Contract terminable at the option of dōTERRA and may result in termination of my business
- Breach of the Agreement.** I understand that if I fail to comply with the terms of my Contract, dōTERRA may, in its sole discretion, impose upon me disciplinary action 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, 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 dōTERRA for any reason, including but not limited to for commissions or bonuses paid on returned product, I authorize dōTERRA 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 dōTERRA.

- Limitation of Liability and Indemnification.** dōTERRA, 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 dōTERRA 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 dōTERRA and have remaining on hand. I release and agree to indemnify dōTERRA 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 dōTERRA independent business and any activities related to it (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.).
- Entire Agreement.** This Wellness Advocate Agreement, the Sales Compensation Plan, and the dōTERRA Policy Manual, in their current forms and as amended by dōTERRA in its discretion, together constitute the entire agreement and Contract between dōTERRA 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.
- Waiver and Severability.** Any waiver by dōTERRA of any breach of the Contract must be in writing and signed by an authorized officer of dōTERRA. Waiver by dōTERRA 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 Limitation of Liability, Dispute Resolution, and covenants to protect dōTERRA’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.
- Dispute Resolution. PLEASE READ THIS SECTION CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT. It affects how claims between you and dōTERRA will be resolved. There is no judge or jury in arbitration, and court review of an arbitration award is limited.**

**Agreement to Arbitrate.** Except as expressly set forth below, any dispute, claim, question, or disagreement between you and dōTERRA arising out of or relating to your relationship with dōTERRA, including but not limited to the Contract or breach thereof, will be resolved by binding arbitration. 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 Contract.

**Pre-Arbitration Notice.** The parties agree to engage in good faith informal efforts to resolve a dispute before initiating an arbitration. The party raising a dispute must first send a written notice to the other party providing a detailed description of the dispute, including: (1) the initiating party’s name and contact information (address, telephone number, email address, and account information); (2) information sufficient to identify the transaction or other circumstances at issue; (3) the nature and basis of the dispute and any claims; and (4) the nature and basis of the relief sought (including a calculation of any damages). Your notice to dōTERRA must be personally signed by you (and your attorney if you are represented by legal counsel). dōTERRA’s notice to you must be personally signed by a company representative, and dōTERRA’s attorney if it is represented by legal counsel. Your notice to dōTERRA must be sent to us via certified mail to dōTERRA International LLC, c/o LEGAL DEPARTMENT, 389 S 1300 W, Pleasant Grove, UT 84062. Our notice to you must be sent to the most recent contact information that you have provided to dōTERRA.

For a period of 60 days from the date of receipt of a completed notice from the other party, the parties will work together using reasonable efforts to try to resolve the dispute, including by participating in a telephone conference if requested by either party. If the dispute is not resolved within this 60-day period (which can be extended by agreement of the parties), you or dōTERRA may commence arbitration consistent with the process set forth below. Compliance with this informal dispute resolution process is mandatory and a condition precedent to initiating arbitration. If any aspect of the pre-dispute notice procedures has not been met, a court can enjoin the filing or prosecution of an arbitration or small claims action. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with the mandatory pre-dispute notice in arbitration or in a small claims action. All applicable limitations periods (including statutes of limitation) for a party that substantively complies with the pre-arbitration process will be tolled from the date of the receipt of a pre-arbitration notice through the conclusion of this mandatory informal dispute resolution procedure.

**Arbitration Procedures.** If the parties do not reach such solution within a period of 60 days after receipt of the pre-dispute notice, 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 (“AAA”) in accordance with the provisions of its Commercial Arbitration Rules or the Consumer Rules, as applicable. You and dōTERRA are each responsible for their respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. Notwithstanding the foregoing, the parties may, by mutual written agreement, elect to conduct the arbitration at another location consistent with the AAA’s applicable rules. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. An arbitration demand must be accompanied by a certification of compliance with the mandatory informal dispute resolution procedure outlined above and be personally signed by the party initiating the

- arbitration (and counsel, if represented). By submitting an arbitration demand, the party (and counsel, if represented) represents that, as in federal court, they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel.
- The parties expressly agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action, regardless of whether the procedures or rules of AAA would allow such an action. The parties expressly waive any rights to file or participate in a class action or seek relief on a class or representative basis. Further, and unless each party expressly agrees in writing, the arbitrator may not consolidate more than one individual party’s claims with any other party’s claims and may not otherwise preside over any form of a representative or collective proceeding. If either party fails to comply with this arbitration provision relating to any dispute, said breaching party shall be liable for the costs and attorneys’ fees incurred by the other party in enforcing compliance with the arbitration agreement. If for any reason a claim proceeds in court rather than in arbitration, the parties each waive any right to a jury trial.
- An arbitrator may award, on an individual basis, any relief that would be available in court, including injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. An arbitrator must follow and enforce this Contract as a court would. If, after exhaustion of all appeals, any of these prohibitions on non-individualized injunctive or declaratory relief and class, collective, private attorney general, or representative proceedings are found to be unenforceable with respect to a particular claim or request for relief (such as a request for public injunctive relief), then such claim or request for relief will be decided by a court of competent jurisdiction, after all other claims and requests for relief are arbitrated.
- Additional Procedures for Mass Arbitration.** In the event that claimants (including you) assert or seek to assert 25 or more similar arbitration demands against dōTERRA with the same counsel or counsel acting in coordination (“Mass Arbitration”), the AAA Mass Arbitration Supplementary Rules and the provisions of this paragraph shall apply (in addition to the terms set forth in the above). In the event a Mass Arbitration is presented, the parties will attempt to agree on a batching protocol where arbitrations will be filed and proceed in stages. If the parties cannot agree, they will submit the issue to a process arbitrator appointed by AAA to decide. Any applicable limitations period (including statutes of limitations) shall be tolled from the time a dispute is first presented to AAA as being part of a Mass Arbitration until the dispute proceeds in arbitration or is otherwise resolved. This batch process shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision. The parties agree that they will work together in good faith to ensure that arbitration remains cost-effective for all parties.
- Other Terms.** Notwithstanding the foregoing: (a) either party may elect to have individual claims heard in small claims court so long as the matter remains in such court and is not removed or appealed to a court of general jurisdiction and advances only on an individual (non-class action basis); (b) the parties agree that claims for only injunctive relief shall be brought exclusively in either the United States District Court for the District of Utah or any state court in Utah County, Utah; and (c) nothing in this arbitration agreement shall impact dōTERRA’s ability to take disciplinary action with respect to a Wellness Advocate, as set forth in the Policy Manual.
- 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 principles of conflict of laws. To the extent legally applicable, 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 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 any and all claims or rights to have any other statute of limitation apply.
- 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 to remuneration for such use.
- Electronic Communication.** I authorize dōTERRA, its affiliates and independent contractors 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 dōTERRA products, sales aids, or services.
- Counterparts.** Emailed copies of this Wellness Advocate Agreement shall be deemed an original. To be valid, copies submitted to dōTERRA by email must include the front and back of the document.
- Data Protection.** I give consent for dōTERRA 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 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 activity reports to dōTERRA’s worldwide subsidiaries, affiliated companies, and to other dōTERRA account holders in the 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 activity reports, including sales reports, containing personal data of other dōTERRA account holders’ activities, 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. For additional information on dōTERRA’s privacy practices, please see dōTERRA’s *privacy policy* located at [www.doterra.com](http://www.doterra.com). If you do not want this personal data processed or transferred as described herein, please do not create a Wellness Advocate account with dōTERRA.