dōTERRA®

Wholesale Customer Agreement and Order Form: Terms and Conditions

1. Membership. A Wholesale Customer Membership ("Membership") allows you to purchase dōTERRA products for personal use at dōTERRA wholesale prices. dōTERRA reserves the right to refuse Membership to any applicant.

2. Membership Fee and Renewal. A Membership fee of $35.00 is for one 12-month period from the date of enrollment of the Member. Upon the expiration of the 12-month period, a $25.00 renewal fee for an additional 12-month period will be due at the time of the first order following the expiration of a 12-month period. Memberships renewed after the expiration date will be extended for 12 months from the renewal date.

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 percent (90%) 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, 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 6) 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. dōTERRA Rewards. While there is no requirement to purchase products, Wholesale Customers can ensure they receive monthly deliveries of dōTERRA products by enrolling in the Rewards Program (LRP). The LRP provides you the opportunity to earn Product Credits and eliminates the inconvenience of placing manual monthly orders. To participate, you must agree to the dōTERRA Reward Terms and Conditions, available at the following link: https://media.doterra.com/us/en/flyers/loyalty-rewards-program-terms-conditions.pdf, when you sign up for LRP orders. LRP Product Credits become available for redemption the month following a qualified LRP order. Product Credits can be redeemed for a $3.00 fee per each redemption by calling 1-800-411-8151. Products obtained with LRP Product Credits are not for resale and are subject to dōTERRA's return policy. If products obtained with Product Credits are returned, the Company reserves the right to recoup and deduct the value of the Product Credits used from any future Product Credit awards. Redemption orders have no PV and cannot be combined with other product orders. Product Credits have no cash value, are non-transferable, and expire twelve (12) months from the date of issue. All Product Credits will be cancelled if participation in the LRP program is cancelled. The charge for each LRP order will be billed to the payment method you designated when creating your monthly LRP order, or as otherwise directed by you. Your monthly LRP order will remain in effect until it is cancelled. You may cancel at any time over the telephone by calling Member Services at 1-800-411- 8151, or online with the "Cancel Monthly Order" button within your Order Settings in your online My Rewards Subscription profile.

5. Promotions. From time-to-time dōTERRA may offer you promotions providing non-cash credit that can be used to purchase dōTERRA products. Such credits expire 12 months after issue, have no cash or PV value, are not transferable, and cannot be combined with other promotions. Credits terminate if your account is terminated. Said promotions are at the sole discretion of dōTERRA and can be discontinued by dōTERRA with or without notice. Credits provided are subject to returned product clawbacks. Credits provided may not exceed $599 in a calendar year.

6. Resell of Products. I agree that I will not sell dōTERRA products purchased through the Membership.

7. 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, consequential, punitive, or exemplary damages. 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.

8. 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 Membership 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 Membership.

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 doTERRA 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 Membership 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); and (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.

9. 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 or Membership 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.

10. 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.

11. Survival. Sections 6, 7, 8, 9, and 11 of these terms and conditions, shall survive the termination of the Membership.

12. Data. By creating a Membership with dōTERRA, I consent to the processing of personal data contained in my Membership application and account, and to the transfer of such personal data, together with information about my account 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 Membership with dōTERRA.

13. Amendment. This agreement constitutes the entire agreement between me and dōTERRA with respect to the subject matter. I agree that these terms and conditions 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 purchases of dōTERRA products shall constitute my acceptance of any and all dōTERRA amendments to the terms and conditions.

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