dōTERRA

# WHOLESALE CUSTOMER AGREEMENT - SOUTH AFRICA

| STEP 1 Personal I                                                                                                                                                                                                                                                                                                                                                                | nformation               |                      |                    |                                                                     |                                                                                                           |                                                                                                                                                                                                                                                                               |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------|--------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| First & Last Name                                                                                                                                                                                                                                                                                                                                                                |                          |                      |                    | Shipping Address ☐ (Same as Billing Address)                        |                                                                                                           |                                                                                                                                                                                                                                                                               |  |
| Co-Applicant Name (if applicable)                                                                                                                                                                                                                                                                                                                                                |                          |                      |                    | Primary Phone                                                       |                                                                                                           |                                                                                                                                                                                                                                                                               |  |
| ID No./Registration Number                                                                                                                                                                                                                                                                                                                                                       |                          |                      |                    | Mobile Phone                                                        |                                                                                                           |                                                                                                                                                                                                                                                                               |  |
| Billing Address                                                                                                                                                                                                                                                                                                                                                                  |                          |                      |                    | Email                                                               |                                                                                                           |                                                                                                                                                                                                                                                                               |  |
| Post Code                                                                                                                                                                                                                                                                                                                                                                        |                          |                      |                    | Date of Birth                                                       |                                                                                                           |                                                                                                                                                                                                                                                                               |  |
| Enrolling Sponsor Phone No. or Wellness Advocate No.                                                                                                                                                                                                                                                                                                                             |                          |                      | rate No.           | Placement Sponsor (if different) Phone No. or Wellness Advocate No. |                                                                                                           |                                                                                                                                                                                                                                                                               |  |
| STEP 2 Choose an Enrollment Option                                                                                                                                                                                                                                                                                                                                               |                          |                      |                    |                                                                     |                                                                                                           |                                                                                                                                                                                                                                                                               |  |
| ☐ Family Essential:<br>+ Smart and Sass                                                                                                                                                                                                                                                                                                                                          |                          | Other P              | Products           | Ç                                                                   | Qty                                                                                                       | Other Products                                                                                                                                                                                                                                                                |  |
| ☐ Home Essentials                                                                                                                                                                                                                                                                                                                                                                | s Kit                    |                      |                    |                                                                     |                                                                                                           |                                                                                                                                                                                                                                                                               |  |
| ☐ Wholesale Customer Enrol • R445                                                                                                                                                                                                                                                                                                                                                |                          | nts will be redeemal | ble 60 days follov | ving enrollment                                                     | t if qual                                                                                                 | ifications are met                                                                                                                                                                                                                                                            |  |
| *Points will be redeemable 60 days following enrollment if qualifications are met †Points will be redeemable 60 days following enrollment if qualifications are met †Points will be redeemable 60 days following enrollment if qualifications are met *For S.A. Wholesale Customer Agreement, maximum enrollment cost is R200  STEP 3 Monthly Loyalty Rewards Program (Optional) |                          |                      |                    |                                                                     |                                                                                                           |                                                                                                                                                                                                                                                                               |  |
| Daily Essentials: Lavender, On Guard, Deep Blue, Frankincense, Lemon, Peppermint, ZenGest  On Guard Collection: On Guard 15mL, On Guard Hand Wash, On Guard Whitening Toothpaste                                                                                                                                                                                                 |                          |                      | Product            |                                                                     |                                                                                                           | Loyalty Rewards Points: As a Loyalty Rewards participant, you can earn up to 30% of your purchase back in points that can be redeemed for free product  Product of the Month Club: Set your LRP order on or before the 15th for 125 PV or higher and receive the free Product |  |
| ☐ Skin Care: Veráge™ Skin Care System,  Melaleuca, Lavender                                                                                                                                                                                                                                                                                                                      |                          |                      |                    |                                                                     |                                                                                                           | of the Month.  Date to ship LRP order (1–13, 16–28):                                                                                                                                                                                                                          |  |
| Essential Blend Collection: On Guard 15mL, Deep Blue, Balance, Breathe, ZenGest                                                                                                                                                                                                                                                                                                  |                          |                      | TOTAL              |                                                                     | Ship to address above  (Note: Your first LRP shipment will begin the month                                |                                                                                                                                                                                                                                                                               |  |
| STEP 4 Payment I                                                                                                                                                                                                                                                                                                                                                                 | nformation               |                      |                    | TOTAL                                                               |                                                                                                           | following your enrollment.)                                                                                                                                                                                                                                                   |  |
| Credit Card No.                                                                                                                                                                                                                                                                                                                                                                  | Verification Code Expira |                      |                    |                                                                     | Would you like this card to remain on file with doTERRA for future standard or LRP purchases?  ☐ Yes ☐ No |                                                                                                                                                                                                                                                                               |  |
| Name as is appears on CC                                                                                                                                                                                                                                                                                                                                                         |                          |                      |                    | Billing Post Code                                                   |                                                                                                           |                                                                                                                                                                                                                                                                               |  |
| STEP 5 Acknowledge Terms on Back by Signing                                                                                                                                                                                                                                                                                                                                      |                          |                      |                    |                                                                     |                                                                                                           |                                                                                                                                                                                                                                                                               |  |
| I want to be a Wholesale Customer of doterra GH Ireland Limited as serviced by doterra South Africa Propriety Limited. Please charge my payment method for the items and programs requested above. I have read and agree to the terms and conditions of this Wholesale Customer Agreement. I agree that I do not currently have an interest in any doterra account.              |                          |                      |                    |                                                                     |                                                                                                           |                                                                                                                                                                                                                                                                               |  |
|                                                                                                                                                                                                                                                                                                                                                                                  |                          |                      |                    | Date Date                                                           |                                                                                                           |                                                                                                                                                                                                                                                                               |  |

### dōTERRA

### **WHOLESALE CUSTOMER SIGNUP AGREEMENT: Terms and Conditions**

- 1. Membership. A Wholesale Customer Membership ("Membership") with döTERRA GH Ireland Limited allows you (the "Member"), to purchase döTERRA products for personal use at döTERRA wholesale prices from döTERRA South Africa Proprietary Limited. References to döTERRA in connection with your membership means döTERRA GH Ireland Limited and references to döTERRA in connection with your product purchases means döTERRA in connection with your product purchases means döTERRA south Africa Proprietary Limited. döTERRA reserves the right to refuse Membership to any applicant. To become a Member, you must be over 18 years old and pay a non-refundable application.
- 2. Membership Fee and Renewal. A Membership fee of R445 is for one 12-month period from the date of enrollment of the Member. Upon the expiration of the 12-month period, an R355 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. Product Sale Terms.

- a. The submission of an order for dotern products by a Member and its acceptance by dotern constitutes a contract of sale between the Member and dotern which includes an obligation on the Member to pay for the products ordered.
- b. döTERRA will endeavour to deliver the products ordered within its stated target delivery dates which are all less than 30 days from the date of the order, but all orders are subject to availability and döTERRA reserves the right to cancel orders for any products which cease to be available for any reason. döTERRA has the right to cancel an order before the products are delivered for any reason including due to an event outside its control, or due to unavailability of stock, limits on its resources which it could not reasonably plan for, or because it has identified an error in the price or description of the product. If this occurs, döTERRA will notify the Member and refund the payments made for the products.
- c. It is doterral services and supply goods subject to all consumer laws applicable in South Africa and which meet a Member's consumer rights. If a Member has any concerns that doterral has not met its legal obligations please contact us. Product descriptions are set out in doterral scatalogue that is also available on doterral services and on the website are for illustrative purposes only: the shape, colour, and size of products delivered may vary from the examples shown and such variations do not constitute a product defect.

## 4. Cancellation Rights.

- a. A Member may cancel a product order at any time before the products are despatched for delivery. A Member will also have an opportunity to examine the products ordered after delivery. If the Member is not satisfied with the products for any reason, then the Member may give written notice to döTERRA within 14 days of the delivery of the products that the Member wishes to cancel the order. döTERRA will provide a refund to the Member, if the Member returns the products to döTERRA at the address states on the sales receipt within 14 days from the date of the cancellation notice and provided further that the product is delivered back to döTERRA in the same condition at it was delivered to the Member. The refund will include the cost of delivering the product to the Member (except for any supplementary delivery costs if the Member chose a delivery method which is more expensive than döTERRA's standard delivery). The Member will not incur any charges for that refund and the same means of payment will be used as the Member used for payment.
  b. The Member can use the notice of cancellation
- b. The Member can use the notice of cancellation provided on the sales receipt or can give notice in some other way as long as döTERRA receives a clear written statement of the decision to cancel.
- c. If the Member rejects the products for any reason other than damage to, fault of or a defect in the products, the Member must pay the cost of returning the products to döTERRA, and the Member will be responsible for their safe return. If the Member does not return the products to döTERRA, döTERRA will be entitled to deduct the cost of recovering the products from the amount to be refunded.
- d. If the products are returned by the Member for any reason other than damage to, fault in, or a defect

- in the products, and the products have suffered any reduction in their value as a result of handling beyond what is necessary to establish the nature, characteristics, and functioning of the products, then the Member will be charged for that diminution in value (which diminution doTERRA will determine in its sole discretion) and that charge will be deducted from the amount of the refund.
- 5. Return Policy. This Returns Policy extends the Member's rights beyond the statutory cancellation rights set out in section 4. doTERRA's returns policy set out in this section 5 is subject to and does not affect a Member's statutory rights.
- 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 the Company 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 the Company not Currently Marketable that are returned by a Member 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, döTERRA 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 the Company that are returned by a Member, less shipping costs.
- Returns From 91 days to One Year After Purchase. After 91 days and up to twelve (12) months from the date of purchase, doTERRA 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 the Company 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 doTERRA; 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 doTERRA labeling. Products shall not be considered Currently Marketable if the Company discloses prior to purchase that the products are seasonal, discontinued, limited time offers, or special promotion products not subject to the Return Policy.
- 6. Loyalty Rewards Program. While a Member has no requirement to purchase products, a Member can ensure that the Member will receive monthly deliveries of doTERRA products by enrolling in the Loyalty Rewards Program (LRP) after the first month of enrollment. LRP eliminates the inconvenience of placing monthly orders manually. If the Member's LRP Order is at least 50 Personal Volume (PV) points every calendar month, the Member is eligible to receive Product Credits each month. PV is the point value of products purchased by a Member in one calendar month. Not all products will generate PV points and PV does not include purchases of product with Product Credit. The PV of a product is clearly delineated on the Product Order Form. Product Credits are non-cash redeemable points that can be used to purchase doTERRA designated products. Product Credits are granted as part of the LRP and in the discretion of doTERRA. After Member has been an LRP participant for 60 days. Member can redeem Product Credits to purchase full PV products. LRP Product Credits can be redeemed for twelve (12) months from the date of issue, after which they expire. The credits can be redeemed for a R60 fee by calling +27105002462. Products purchased with LRP credits are not for resale. Redemption orders have no PV and cannot be combined with other product orders. Product Credits have no cash redemption value and are not transferrable. All Product Credits will be cancelled if participation in the LRP program is cancelled. A Member's primary LRP order may only be cancelled by contacting döTERRA. Any subsequent LRP order can be cancelled online

- 7. Resale of Products. Member agrees that they will not sell döTERRA products purchased through the Membership. As a Wholesale Customer, a Member does not have any rights to participate in döTERRA's trading scheme; a Member may not market döTERRA's business opportunity or attempt to recruit others; and a Member may not earn any commissions or bonuses under döTERRA's compensation plan. The Loyalty Rewards Program does not form part of döTERRA's compensation plan.
- 8. Limitation of Liability. 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 to be in breach of the terms and conditions, the maximum amount of damages Member may claim shall be limited to the amount of dōTERRA products that Member personally purchased from dōTERRA and have remaining on hand at the date of the breach. The foregoing limitations do not apply to any liabilities which may not be excluded or limited under South African law.
- 9. Dispute Resolution. In the event of any dispute, claim, question, or disagreement, or which arises from or relates to this Wholesale Customer Agreement, dôTERRA and the Member 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 attempt to reach a just and equitable solution satisfactory to both parties. All disputes or claims arising out of or relating to the Wholesale Customer Agreement which have not been resolved by the parties within a period of 60 days from the date the dispute arose shall be subject to the exclusive jurisdiction of the South African courts to which the doTERRA and the Member irrevocably submit.
- **10. Governing Law.** The governing law of the contract shall be the law of South African law.
- 11. Electronic Communication. The Member authorises dotERRA and its affiliates to communicate with the Member through electronic mail at the email address provided to dotERRA.
- **12.** Survival. Sections 6, 7, 8, 9, and 10 of these terms and conditions, shall survive the termination of the Membership.
- 13. Data. By creating a Membership with doTERRA (and to the extent that the applicable data protections laws in South Africa permit), the Member consents to the processing of the personal data contained in Member's Membership and the transfer of such personal data, together with information about the Member's purchase activities, to any of doTERRA's worldwide subsidiaries and affiliated companies, and to others who are in a sales organization or distribution chain, for the purpose of administering the sales and distribution of doTERRA's products and providing reports to its Wellness Advocate of sales activity in their sales organizations and as necessary for pursuing the legitimate interests of doTERRA. The Member understands and agrees that this personal data may be transferred to recipients in countries outside of South Africa. Those countries may not offer the same level of protection for such data as South Africa and the Member's attention is specifically drawn to this as part of the Member's consent to the data transfers and processing described in this section. The Member can request details of these third parties and/or obtain a copy of the personal information which doTERRA holds about the Member (for which doTERRA may make a small charge) by emailing doTERRA at sa HYPERLINK "mailto:orders@doterra. com" orders@doterra.com. If you do not want this personal data processed or transferred as described herein, please do not create a Membership with doTERRA.
- 14. Amendment. Member agrees that these terms and conditions may be amended at any time at the sole discretion of doTERRA by notice to the Member, and Member agrees that upon 30 days' notice any such amendment will apply to Member. The continuation of purchases of doTERRA products after the date upon which an amendment takes effect shall constitute Member's acceptance of any and all doTERRA amendments to the terms and conditions.

| DATED this day of  | , 20 |
|--------------------|------|
| Wholesale Customer |      |

\_\_\_\_Please mark here to confirm your consent to doTERRA contacting you by email with offers or solicitations for the sale and purchase of doTERRA products.

Signature

\*All words with trademarks or registered trademark symbols are trademarks or registered trademarks of döTERRA Holdings, LLC