

1. dōTERRA Europe, Ltd, having its offices at Altius House, 1 North Fourth Street, Milton Keynes, MK9 1DG (dōTERRA Europe) is the party with whom you contract for the purchase of dōTERRA products from dōTERRA Europe and provision of promotion services with respect to dōTERRA products to dōTERRA Europe. dōTERRA GH Ireland Limited, having its principal place of business at 32 Molesworth Street, Dublin 2, Ireland, (dōTERRA GH) is the party with whom you contract for participation in the "dōTERRA Sales Compensation Plan". Unless otherwise specified, dōTERRA Europe and dōTERRA GH may be referred to collectively as "dōTERRA".

2. **Obligations and Representations.** I understand that as an WA of dōTERRA:

- I must be over 18 years old.
- I have the right to offer for sale dōTERRA products in accordance with the terms and conditions of this Wellness Advocate Agreement.
- I have the right to build a dōTERRA sales organisation.
- I will train and motivate the WAs in my downline organisation.
- I will comply with all laws applicable to the conduct of my business as an WA.
- I will perform my obligations as an WA with honesty and integrity.
- I will use only the official dōTERRA sales agreements and order forms and I will follow all policies and procedures established by dōTERRA relative to such agreements and orders.

3. **Presenting dōTERRA Products.** I understand dōTERRA sells a range of essential oils and other products and that sales of these products are made by the Wellness Advocates ("WA" or in plural "WAs") who are independent distributors. As a WA, I agree to present the dōTERRA business opportunity, Compensation Plan and dōTERRA products only as set out in official dōTERRA literature and presentations. I will at all times act in a proper ethical, legal, moral and financially sound manner and I will not use any misleading, deceptive or unfair recruiting methods.

4. **Independent Contractor Status.** I agree that as a dōTERRA WA, I am an independent contractor and not an employee, agent, partner, legal representative or franchisee of dōTERRA. I am not authorised to and will not incur any debt, expense, or obligation, or open any account on behalf of, for, or in the name of dōTERRA.

I understand that I have the right to determine my own hours of business. 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 dōTERRA Policy Manual including the dōTERRA 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, accommodation, secretarial, office, long distance telephone, and other expenses. I understand that I am personally liable for any taxes or duties required by law, including income tax, national insurance contributions and the proper collection and payment of VAT on sales, bonuses and commissions, and I will keep all such proper records as are necessary to ensure the proper assessment and payment of any such taxes or duties. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF dōTERRA FOR TAX PURPOSES OR EMPLOYMENT LAWS. I acknowledge and agree that dōTERRA is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, 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.

5. **dōTERRA Policies.** I have carefully read and agree to comply with the dōTERRA Policy Manual including the dōTERRA Sales Compensation Plan, both of which separate documents are hereby expressly incorporated into the Wellness Advocate Agreement by this reference and become part of the Contract. I understand that I must not be in breach of any of the terms of the Contract in order to be eligible to receive any bonuses or commissions from dōTERRA.

6. **Term and Termination.** The term of the 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 15,00 € during the anniversary month of my Contract.

dōTERRA may terminate my Contract at any time for breach 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 an WA and I shall not be eligible to sell dōTERRA products or to receive commissions, bonuses, or other remuneration from my own activities or the activities of my former downline sales organisation. 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 organisation, and any commissions, bonuses, or other remuneration derived through the sales and other activities of my former downline organisation.

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, 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 WA who is in my current or former downline organisation or with whom I became acquainted by virtue of my participation as a dōTERRA WA.

I UNDERSTAND THAT MY STATUTORY RIGHTS TO CANCEL OR TERMINATE THE CONTRACT AND MY STATUTORY RIGHTS IN RELATION TO ANY CANCELLATION OR TERMINATION OF THE CONTRACT ARE SET OUT IN THE POLICY MANUAL. THIS SECTION 5 DOES NOT AFFECT MY STATUTORY RIGHTS.

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, impose upon me disciplinary action as set forth in the dōTERRA Policy Manual. If I am in breach or default, 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 authorise dōTERRA to withhold and retain the appropriate amounts from my bonus or commission payments or to charge my credit cards or other accounts which I have placed on file with dōTERRA.

8. **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 out of or in connection with 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 business opportunity including the Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorised claims, the failure to comply with any applicable laws etc.).

9. **Entire Agreement.** The Contract constitutes the entire agreement between dōTERRA and myself. Any promises, representations, offers, or other communications not expressly set forth in the 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. The provisions of this section 9 as well as the covenants to protect dōTERRA's trade secrets, confidential information, intellectual property, and other proprietary materials, as set out in the Policy Manual, shall survive the termination of the Contract.

I agree that, notwithstanding any statute of limitation to the contrary, any claim or action I wish to bring against dōTERRA 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 dōTERRA for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.

10. **Use of Name and Image.** I authorise 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.

11. **Electronic Communication.** I authorise dōTERRA and its affiliates to communicate with me through electronic mail or fax at the email address or fax number provided in this Wellness Advocate Agreement. Further, by submitting this Agreement, I indicate my consent to dōTERRA contacting me by email with offers or solicitations for the sale and purchase of dōTERRA products. If I do not want to receive such messages, I will place my initials here _____:

12. **Data Protection.** I understand that dōTERRA will process the personal data contained in this application/agreement or supplied by me to dōTERRA in connection with my Contract at any time in the future as described in dōTERRA's Privacy Policy, included below, which sets forth how dōTERRA processes personal data, including the types of data collected, the purposes for which these data are processed, the parties with whom the data may be shared, and your rights with respect to the processing of the data.

I understand that if I receive sales reports containing personal data of other WAs, 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.

I agree as a self-employed independent contractor that where, in the course of business, I collect and/or process customer personal data, including credit card information, I will ensure that such information is processed, stored and disposed of fully in accordance with applicable laws, including privacy and data protection laws.

13. **Governing Law.** The Contract shall be governed by English law.

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