

## FORM 2011-C

1. **Obligations and Representations.** I understand that as an Independent Product Consultant ("IPC") of dōTERRA Global Holdings, Limited ("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 IPC Agreement.
  - I have the right to build a dōTERRA sales organization.
  - I will train and motivate the IPCs in my downline marketing 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 perform my obligations as an IPC with honesty and integrity.
  - 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 dōTERRA IPC, 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 control the manner and means by which I operate my dōTERRA business, subject to my compliance with this IPC 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.
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 into the IPC 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 IPC 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 the Company'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.
5. **Term and Termination.** The term of this 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 \$25.00 during the anniversary month of my Contract. 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 an IPC 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, to my former downline organization, and to 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, 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 IPC who is in my current or former downline organization or with whom I became acquainted by virtue of my participation as a dōTERRA IPC.
6. **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.
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 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.
8. **Limitation of Liability and Indemnification.** 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 Contract, the maximum amount of damages I may claim shall be limited to the amount of unsold inventory that I personally purchased from the company 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.).
9. **Entire Agreement.** This IPC Agreement, the Sales Compensation Plan, and the 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 IPC Agreement and Contract are of no force or effect. To the extent of any conflict or inconsistency between this IPC Agreement and the Policy Manual (in their current form or as subsequently modified), the Policy Manual shall govern.
10. **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.
11. **Survival.** Sections 5, 8, 9, 10, 12, 13, 16 and 17 of this IPC Agreement, as well as the 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.
12. **Resolution of Conflicts.** In the event of any dispute, claim, question, or disagreement arising from or relating to this IPC Agreement or the Contract or the breach thereof, the parties hereto 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, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered in Provo, Utah, by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Judgment on the 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. Notwithstanding this arbitration provision, nothing herein shall prevent dōTERRA from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect dōTERRA's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
13. **Governing Law.** The parties consent to exclusive jurisdiction and venue before any federal court in Salt Lake County or any state court in Utah County, State of Utah, for purposes of seeking equitable relief and/or enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue. I agree that notwithstanding any statute of limitation to the contrary that 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.
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 to remuneration for such use.
15. **Electronic Communication.** I authorize dōTERRA and its affiliates to communicate with me through electronic mail or fax at the email address or fax number provided in this IPC Agreement. I understand that such email may include offers or solicitations for the sale and purchase of dōTERRA products, sales aids, or services.
16. **Counterparts.** Faxed copies of this IPC Agreement shall be deemed an original. To be valid, copies submitted to dōTERRA by fax must include the front and back of the document.
17. **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 IPC account's future sales activities, to any of dōTERRA's worldwide subsidiaries and affiliated companies, and to other IPCs who are in the same sales organization or distribution chain, for the sole purpose of administering the sales and distribution of dōTERRA's products and providing reports to its IPCs of sales activity in their 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 sales reports containing personal data of other IPCs, 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.