

dōTERRA PREFERRED MEMBER AGREEMENT – Terms and Conditions

1. Obligations and Representations.

I understand that as a Preferred Member 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 Preferred Member Agreement.
- I will comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations.
- 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.
- I will not commit any act of dishonesty, or in any way, act in a way that would harm dōTERRA or its reputation.
- I will not infringe on any intellectual property rights of dōTERRA, including but not limited to, its trademarks, copyrights, or trade names.

2. Preferred Member Contractor Status. I agree that as a dōTERRA Preferred Member, I am a retail customer. I am not an employee, agent, partner, legal representative, independent contractor, or franchisee of dōTERRA. I agree that dōTERRA will charge sales tax as required by law. I agree that I am responsible for all sales tax, should I re-sell any dōTERRA products. Further, I agree that I will not sell purchased products at less than suggested retail price.

3. Termination and Renewal. The contract period is one year and the contract shall automatically renew, year to year, unless prior to the last day of the contract period (1) a party notifies the other of its intent to terminate the Contract, or (2) at any time during the contract period the account falls into inactive status. There shall be no additional fee for each renewed year.

4. Solicitation Agreement. I also agree that during the term of this Contract and for one (1) year following the termination or cancellation of this Contract, I will not directly or indirectly solicit or recruit any dōTERRA Independent Product Consultant to engage in a competing or other direct marketing business.

5. Assignment. I may not assign any rights or delegate my duties under this Contract. dōTERRA may freely assign the Contract at any time.

6. Breach of the Agreement. I understand that if I fail to comply with the terms of my Contract, dōTERRA may, in its sole discretion, cancel this agreement. If I fail to pay for products or services when payment is due or am indebted to dōTERRA for any reason, dōTERRA may cancel this agreement.

7. 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 dōTERRA products 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 unauthorized promotion and the making of any unauthorized claims, the failure to comply with any applicable federal, state, or municipal law or regulation, etc.

8. Waiver and Severability. Any waiver by dōTERRA of any breach of the Contract, or modification of this Contract, must be in writing and signed by an authorized officer of dōTERRA. 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.

9. Survival. Sections 7, 8, 9, 10, 11, 12, 13, 14, and 15 of this Agreement, as well as the covenants to protect dōTERRA’s trade secrets, confidential information, intellectual property, and other proprietary materials, shall survive the termination of the Contract.

10. Resolution of Conflicts. In the event of any dispute arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute. If they do not resolve the dispute, the parties agree to in good faith enter into mediation, in the State of Utah, and to split the costs of the mediation. Nothing in this paragraph, however, limits a party from seeking injunctive relief, in a court of law, prior to engaging in mediation.

11. Governing Law. Should mediation fail to resolve this dispute, or should a party seek injunctive relief, I consent to exclusive jurisdiction and venue before any federal court in Salt Lake County or any state court in Utah County, State of Utah. 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.

12. 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 Agreement. I understand that such email may include offers or solicitations for the sale and purchase of dōTERRA products, sales aids, or services.

13. Counterparts. Faxed copies of this Agreement shall be deemed an original. To be valid, copies submitted to dōTERRA by fax must include the front and back of the document.

14. 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

account's future sales activities, to any of dōTERRA's worldwide subsidiaries and affiliated companies, and to others 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 Independent Product Consultants 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.

15. Personal Guarantee. I understand that by signing this Agreement, whether I am signing on behalf of a Company, trust, or as an individual, that I also personally and individually guarantee the obligations of a Preferred Member in full.