

**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 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, 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 the Company that are returned by a Member, 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 (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 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 5) the product contains current dōTERRA 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.

**4. Loyalty Rewards Program.** While a Member has no requirement to purchase products, a Member can ensure that the Member will receive monthly deliveries of dōTERRA 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 dōTERRA designated products. Product Credits are granted as part of the LRP and in the discretion of the Company. 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 12 months from the date of issue, after which they expire. The credits can be redeemed for a \$3.00 fee, for each 100 Product Credit redemption, by calling 1-800-411- 8151. Products purchased with LRP credits are not for resale, nor can such product be returned. 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 calling the Company. Any subsequent LRP order can be cancelled online.

**5. Resell of Products.** Member agrees that they will not sell dōTERRA products purchased through the Membership.

**6. 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 the dōTERRA and have remaining on hand.

**7. Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, the parties shall first use their best efforts to settle the dispute. If the parties cannot resolve the dispute, all disputes, claims, questions, or differences shall be finally settled by binding arbitration administered in Provo, Utah, by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Member nor Company will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or other

proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. The parties consent to exclusive jurisdiction and venue before any federal court in Utah County, State of Utah, for purposes of enforcing an award by an arbitrator. This agreement to arbitrate shall survive any termination or expiration of the Membership.

**8. Governing Law/Jurisdiction.** Governing law shall be Utah state law. Members agree that, notwithstanding any statute of limitation to the contrary, any claim or action a Member may wish to bring against dōTERRA for any act or omission 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. The Member waives any and all claims or rights to have any other statute of limitation apply.

**9. Electronic Communication.** I authorize dōTERRA and its affiliates 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.

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

**11. Data.** If Member desires to use physical form to enroll, Member agrees to cutoff payment card information from physical form and shred payment card information prior to submitting physical form to dōTERRA. By creating a Membership with dōTERRA, 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 dōTERRA'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 dōTERRA's products and providing reports to its Wellness Advocates of sales activity in their sales organizations. Member understands 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 Member initially provided the data. If you do not want this personal data processed or transferred as described herein, please do not create a Membership with dōTERRA.

**12. Amendment.** Member agrees that these terms and conditions may be amended at any time at the sole discretion of dōTERRA, and Member agrees that upon 30 days' notice any such amendment will apply to Member. Notification of amendments will be published in official dōTERRA materials including the Company's official website. The continuation of purchases of dōTERRA products shall constitute Member's acceptance of any and all dōTERRA amendments to the terms and conditions.

Signature