

महाराष्ट्र शासन  
GOVERNMENT OF MAHARASHTRA  
ई-सुरक्षित बैंक व कोषागार पावती  
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: IBKL - 6910233/Ghatkopar  
Pmt Trn id : 210628379  
Pmt DtTime : 11-APR-2019@17:13:39  
ChallanIdNo: 69103332019041150833  
District : 7101-MUMBAI

16251626559668

Stationery No: 16251626559668  
Print DtTime : 12-APR-2019 12:01:59  
GRAS GRN : MH0004109592019208  
Office Name : IGR182-BOM1\_MUMBAI CITY  
GRN Date : 11-Apr-2019@19:47:18

StDuty Schm: 0030045501-75/STAMP DUTY  
StDuty Amt : R 800/- (Rs Eight Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees  
RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h) (A) (iv)-Agreement creating right and having monetary value  
Prop Mvblty: N.A. Consideration: R 45,55,85,515/-  
Prop Descr : A 410 KAILASH COMPLEX VIKOLI POWAI LINK ROAD VIKROLI MUMBAI

Duty Payer: PAN-AAACG5135D, GEM AROMATICS PVT LTD

Other Party: FID-B177273, DOTERA ENTERPRISES SARL

Bank Official1 Name & Signature

Bank Official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---

This forms an integral part of Shareholder  
Agreement dated April 11, 2019



**SHAREHOLDERS AGREEMENT  
OF GEM AROMATICS PRIVATE LIMITED**

THIS SHAREHOLDERS AGREEMENT (the "Agreement"), dated as of 11 April, 2019, among:

(I) Mr. Vipul Nathalal Parekh, son of Mr. Nathalal Parekh residing at 401, Parimal, R.B, Mehta Rd Ghatkoper East, Mumbai -400077, in the city of Mumbai, State of Maharashtra, India; hereinafter referred to as "Vipul";

(II) Ms. Kaksha Vipul Parekh, wife of Mr. Vipul Nathalal Parekh residing at 401, Parimal, R.B, Mehta Rd Ghatkoper East, Mumbai -400077, in the city of Mumbai, State of Maharashtra, India; hereinafter referred to as "Kaksha";

(III) Mr. Yash Vipul Parekh (son of Mr. Vipul Nathalal Parekh residing at A- 2003/2004, 20th floor, Polaris, Nirmal Galaxy, LBS Marg, Mulund West 400080, in the city of Mumbai, State of Maharashtra, India; hereinafter referred to as "Yash"), and

(IV) Vipul N. Parekh (HUF) through its Karta Mr. Vipul N. Parekh residing at 401, Parimal, R.B, Mehta Rd Ghatkoper East, Mumbai -400077, in the city of Mumbai, State of Maharashtra, India (hereinafter referred to as "HUF");

Vipul, Kaksha, Yash, and HUF are hereinafter referred to as "Promoters" and deemed as a single Shareholder for all of the purposes and effects of this Agreement, unless otherwise specifically set out in, or from logical context arising out of this Shareholders' Agreement)

(V) dōTERRA Enterprises, Sàrl, a limited liability company incorporated under the Laws of Luxembourg, or with registered office at 39, Avenue John F. Kennedy L-1855 Luxembourg, assignee, and registered with the Commercial and Companies Register under number B177273, hereinafter referred to as "dōTERRA";

dōTERRA and the Promoters hereinafter collectively referred to as "Shareholders" or "Parties", and individually as "Shareholder" or "Party",

And further, as confirming party:

(IV) GEM Aromatics PRIVATE LIMITED a private limited liability company organised and existing under the Laws of India being CIN – U24246MH1997PTC11057, with registered office at A/410, Kailash Complex, Vikhroli – Powai Link Road, Park Site, Vikhroli (West), Mumbai – 400 - 079 in the city of Mumbai, State of Maharashtra (India), (hereinafter referred to as "Gem" or "Company").

The Parties enter into this Agreement in their capacity as the sole shareholders of the Company.

**WHEREAS:**

- A. On 10 April, 2019, the Share Purchase Agreement ("SPA") was entered into between the Parties, providing for the purchase by dōTERRA of issued shares representing twenty-five percent (25%) of its total outstanding and voting issued share capital of the Company. The resulting ownership interests are set forth in Appendix A.
- B. The Promoters are individuals who have promoted the Company and are in control over its management and affairs.
- C. On the date hereof, as a result of the completion of the purchase transaction under the SPA, the totality of the Company's capital stock became held by the Promoters (collectively), owners of shares representing seventy-five percent (75%) of its total outstanding and voting capital stock, on one side, and by dōTERRA, owners of shares





representing twenty-five percent (25%) of its total outstanding and voting capital stock, on the other side;

- D. The Shareholders have agreed to establish rules on the exercise of the shared corporate control, power over the Company, in accordance with the terms, conditions and provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Shareholders hereby enter into this Shareholders' Agreement, hereinafter referred to as "Agreement," agreeing and undertaking to comply with it and cause their heirs, successors and assigns to comply with it, which will be governed by the sections and conditions below:

## SECTION 1.

### DEFINITIONS; RULES OF CONSTRUCTION

- 1.1. The following terms, as used herein, have the following meanings:

- 1.1.1. "Affiliate" shall mean and include, in respect of a Party, any person existing as of the date of this Agreement or at any time in the future: (a) who Controls, is Controlled by, or is under the common Control of, the relevant Party; or (b) where 50% or more of the voting securities of the Party are directly or indirectly owned, legally and beneficially, by such Person; and with respect to any Person who is an individual, (i) such individual's spouse or legal cohabitant, parents, siblings or descendants or such parents' siblings, or such siblings' descendants or such descendants' spouse (ii) a trust or similar arrangement the beneficiaries of which include only such individual and/or any of the relatives of such individual specified in item (i) above, and (iii) any company which is Controlled by such individual.
- 1.1.2. "Agreement" has the meaning set forth in the preamble.
- 1.1.3. "Articles" mean the Article of Association the Company.
- 1.1.4. "Business Day" 9 am to 6 pm on any day other than a Saturday or Sunday or gazetted national public holiday in the Republic of India.
- 1.1.5. "Business Information" has the meaning set forth in Clause 6.4.4.
- 1.1.6. "Business Notice" has the meaning set forth in Clause 6.4.
- 1.1.7. "Business Offeree Party" has the meaning set forth in Clause 6.4.
- 1.1.8. "Business Offering Party" has the meaning set forth in Clause 6.4.
- 1.1.9. "Business Opportunity" has the meaning set forth in Clause 6.4
- 1.1.10. "Business Right of First Refusal" has the meaning set forth in Clause 6.7.
- 1.1.11. "Cause" has the meaning set forth in Clause 8.9.3.
- 1.1.12. "Company" has the meaning set forth in the preamble.
- 1.1.13. "Companies' Confidential Business Information" has the meaning set forth in Clause 12.2.
- 1.1.14. "Competing Direct Sales Business" is a Person which markets and sells most of its products in pure and natural essential oils and oleoresins designed for wellness industry mostly through multi-level marketing in which a distributor

makes money from sales generated by other distributors which are sponsored, directly or indirectly, by the Person. Examples of Competing Direct Sales Businesses, include, but are not limited to Améo; Amway; NuSkin; and Young Living


- 1.1.15. **"Competing Supply Business"** means a Person which supplies competing bulk essential oils to a Competing Direct Sales Business, brought to the notice of Gem either by itself or by dōTERRA, and including, Saje Natural Wellness; Triglav-Edelweis; GuruNanda; Eden's Garden; Essential Oil University; The Perfumery, Ultra International, Rocky Mountain Oils; REVIVE; Vitruvi; and Elysian Essential Oils, etc.
- 1.1.16. **"Confidential Transaction Information"** has the meaning set forth in Clause 12.1.
- 1.1.17. **"Control"**, including the related terms **"Controlling"** and **"Controlled"** and **"under Common Control"**, when used with respect to any Person, means and includes the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever and with respect to a given company (i) the ownership of shareholders' rights which ensure to its owner, in a permanent manner, the majority of the votes in the company's resolutions and the power to elect the majority of the Person's management; and (ii) the use of such power to direct or cause the direction of the company's activities and to guide the Person's bodies. The term **"Controlling Shareholder(s)"** has the meaning logically arising out of this definition of **"Control"**.
- 1.1.18. **"Controlling Event"** means all and every event by means of which dōTERRA becomes the Company's Controlling Person.
- 1.1.19. **"Designated Competitor of dōTERRA"** means a Competing Direct Sales Business and a Competing Supply Business and their respective Controlling shareholders, Subsidiary and/or Person under Common Control with the aforementioned entities.
- 1.1.20. **"Designated Competitor of the Promoters"** means companies which derive at least 50% of their revenue from sale of essential oil and oleoresins in India and their respective Controlling shareholders, Subsidiary and/or Person under Common Control with the aforementioned entities.
- 1.1.21. **"Encumbrance"** means any claim, lien, pledge, option, charge, easement, security interest, deed of trust, mortgage, conditional sales agreement, encumbrance or other right of third parties, voluntarily incurred or arising by operation of law, and includes any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof.
- 1.1.22. **"Founding Shareholder"** has the meaning set forth in the preamble.
- 1.1.23. **"Lock-Up Period"** means the timeframe during which a party retains its status





as Relevant Shareholders.

- 1.1.24. "Minimum Dividend" has the meaning set forth in Clause 4.2.
- 1.1.25. "Non-Compete Period" has the meaning set forth in Clause 6.2.
- 1.1.26. "Non-Compete Event" has the meaning set forth in Clause 6.3.
- 1.1.27. "Other Shareholders" has the meaning set forth in Clause 5.4.
- 1.1.28. "Offered Shares" has the meaning set forth in Clause 5.4.2.
- 1.1.29. "Person" means any individual, corporation, partnership, limited liability company, association, trust or any other entity or organization, including a government, political subdivision or agency or instrumentality thereof, organized according to Indian or foreign laws. When the context indicates that the term "Person" does not include natural persons, the latter will not be included in this definition for purposes of application of the term. References to a Person are also to such Person's permitted successors and assigns.
- 1.1.30. "Relevant Shareholders" means (i) the Promoters for as long as they directly or indirectly hold, together with their successors and assignees, at least Twenty five percent (25%) of the total and outstanding voting capital stock of the Company; and (ii) dōTERRA for as long as it directly or indirectly hold, together with its successors and assignees, at least twenty-five (25%) of the total and outstanding voting capital stock of the Company.
- 1.1.31. "Remaining Shares" means the shares that Promoters Shareholder hold in the Company.
- 1.1.32. "Remaining Offered Shares" has the meaning set forth in Clause 5.5.4.
- 1.1.33. "Reserved Matters" has the meaning set forth in Clause 10.4.
- 1.1.34. "Right of First Refusal" has the meaning set forth in Clause 5.5.
- 1.1.35. "Right of First Refusal Exercise Term" has the meaning set forth in Clause 5.5.1.
- 1.1.36. "Shareholder" has the meaning set forth in the preamble.
- 1.1.37. "Share Transfer Restrictions" has the meaning set forth in Clause 5.1.
- 1.1.38. "Shares" means the shares ("quota") of the Company and accompanying underlying rights.
- 1.1.39. "SPA" has the meaning set forth in Recital A.
- 1.1.40. "Subsidiary" means, with respect to any Person, a Person that directly or indirectly is Controlled by that Person (alone by that person or together with another Person).
- 1.1.41. "Supply Agreement" means the agreement entered into by dōTERRA and the Company on [ ] pursuant to which the Company will supply certain products to dōTERRA.
- 1.1.42. "Territory" means the country of Republic of India.
- 1.1.43. "Transfer", including any variation hereof (such as but not limited to "Transferred", "Transferring" etc.), means the sale, donation, assignment (as collateral or otherwise), grant, hypothecating, Encumbrance, gift, bequest, exchange or disposition, whether gratuitously or for value, or any other event, act or transaction which result in the transfer of ownership and/or rights regarding the subject-matter of the Transfer of any Share by the holder thereof.



The terms "Transferee" and "Transferring Shareholder" have the meaning logically arising out of this definition of "Transfer".

1.1.44. "Year" means from April 1, to March 31 of any given year while this Agreement is in force.

1.2. The following rule of construction dispositions shall be applied to the Agreement:

1.2.1. Any provision of this Agreement which refers to the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation."

1.2.2. References to numbered or lettered articles, sections and clauses refer to articles, sections and clauses, respectively, of this Agreement unless expressly stated otherwise. All references to this Agreement include, whether or not expressly referenced, the exhibits attached hereto.

1.2.3. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

1.2.4. The word "or" when used in this Agreement is not exclusive.

1.2.5. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neutral genders of such terms.

1.2.6. Any agreement, instrument, law, statute or regulation defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument, law, statute or regulation as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

1.2.7. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

## SECTION 2.

### PURPOSE

2.1. This Agreement is intended to govern the relationship between the Shareholders, as holders of issued shares capital of the Company, as well as to discipline the rules of conduct and interaction when it comes to certain subjects.

2.2. To achieve the objective stated above, the Shareholders shall act in a manner consistent with the provisions of this Agreement, when considering the interest of the Company and approving, or enabling them to be approved, the deliberations and decisions in the form and timeframes provided for in this Agreement.

2.3. This Agreement will be filed in the registered office of the Company and reflected in its Articles, to the extent strictly necessary, and the Company will observe, comply with and enforce its provisions.

2.4. The Company will be governed by (i) this Agreement, (ii) its Articles and (iii) the applicable law. The applicable law referred to in this clause includes the Indian Companies Act,





2013 and Indian Contract Act 1872 as amended from time to time.

### SECTION 3. REPRESENTATIONS AND WARRANTIES

- 3.1. Each Shareholder hereby severally represents and warrants to the other Shareholder and the Company as follows:
- 3.1.1. Such Shareholder (i) has the legal capacity or organizational power and authority to execute, deliver and perform its obligations under this Agreement and, (ii) in the case of Shareholders that are not natural persons, is duly organized and validly existing and in good standing under the laws of its jurisdiction of organization. This Agreement has been duly executed and delivered by such Shareholder and constitutes a legal, valid and binding obligation of such Shareholder, enforceable against it in accordance with the terms of this Agreement, subject to applicable bankruptcy, insolvency, reorganization, moratorium and to the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity).
- 3.1.2. No consent, waiver, approval, authorization, exemption, registration, license or declaration is required to be made or obtained by such Shareholder, other than those that have been made or obtained on or prior to the date hereof, in connection with (i) the execution or delivery of this Agreement or (ii) the consummation of any of the transactions contemplated hereby. To the extent such Shareholder is a natural person and is married, no spousal consent is required in connection with the transactions contemplated hereby or such Shareholder has delivered a spousal consent to the extent required by their pre-nuptial agreement or applicable law executed by such Shareholder's spouse.

### SECTION 4. PRO LABORE; PROMOTERS' LOAN; AND DIVIDENDS

- 4.1. The Shareholders agree on the strategy to create shareholder's value by increasing the value of the Shares in the Company through organic growth, acquisitions, or both. Therefore, profits will only be distributed to Shareholders to the extent that they are no longer required for financing the growth of the Company and, in any event, no dividend shall be distributed by the Companies before the Shareholders' meetings to be held in 2023. Notwithstanding the foregoing sentence, should the Company's Profit After Tax ("PAT") exceed the Company's agreed upon budget in Appendix B, the Company may distribute a dividend in an amount equal to or less than the excess PAT.
- 4.2. Subject to the foregoing and subject to (i) mandatory applicable law and (ii) potential restrictions on dividend distributions provided in any financing arrangement entered into by the Company, the Shareholders agree to vote at the Shareholder's meetings in favour of the distribution of a minimum dividend amounting to ten percent (10%) of the profits (net profits after tax) available for distribution (the "Minimum Dividend"). The Minimum Dividend shall be paid not later than December 31st of the current Year. In the event dividends have previously been declared, any dividend shall first be applied





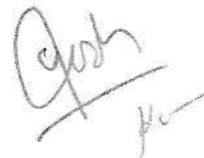
against any dividend payable.

- 4.3. Dividend distributions must be put to vote and approved by the Shareholders by a unanimity of the votes, through a Shareholder's meeting, prior to being carried out.
- 4.4. **Loans to Company by dōTERRA.** The Company agrees to allow dōTERRA to replace or refinance the Company's debt that is used for capex and warehousing finance, so long as, the terms offered by dōTERRA are better than available terms on loan for the same purpose made to the company. The terms offered by dōTERRA will be considered better than then available if the overall cost to the Company of borrowing the debt, is more than the overall costs to the Company on such loan offered by dōTERRA as a replacement or new loan. Any loan to the Company by dōTERRA, shall be hedged against currency by financial instruments, which are fully paid by dōTERRA.

## SECTION 5.

### LOCK UP; SHARE TRANSFERS

- 5.1. **Share Transfer Restrictions.** The following Transfer restrictions (the "Share Transfer Restrictions") shall apply to any Transfer of Shares of the Company during (i) the Lock-Up Period is in place; In case any of the Parties ceases to be a Relevant Shareholder, such Party will automatically lose its rights (but not its obligations) established under this Section 5.1:
- 5.1.1. the Promoters hereby acknowledge and agree not to directly or indirectly Transfer any of the Shares to a Designated Competitor of dōTERRA. The restrictions provided for herein shall apply dōTERRA decides not to exercise its Purchase Option and/or Rights of First Refusal within the context of a potential Transfer of Shares by the Promoters to a Designated Competitor of dōTERRA.
- 5.1.2. dōTERRA hereby acknowledge and agree not to directly or indirectly Transfer any of the Shares to a Designated Competitor of the Promoters. The restrictions provided for herein shall apply even if the Promoters decide not to exercise their Rights of First Refusal within the context of a potential Transfer of Shares by dōTERRA to a Designated Competitor of the Promoters.
- 5.1.3. in addition to Clause 5.1.1 to 5.1.2, the Shareholders hereby acknowledge and agree that any and all Transfers must take place in compliance with all the terms and conditions stipulated in this SECTION 5 and this Agreement in general, and the prospective Transferee of the Shares explicitly must agree, by means of the execution of a deed of adherence or a similar contractual document, to be bound by the provisions of this Agreement.
- 5.1.4. Any Transfer of Shares in violation of the provisions contained in this SECTION 5 and this Agreement in general shall be void, the prospective Transferee having acquired such Share(s) in violation of such provisions shall not be recognized as a valid holder of the relevant Share(s) by the Company, regardless of any rights s/he/it may have against the Transferring Shareholder(s) and the Company will not register such transfer of Share(s) in the Company's share register. The voting, dividend and other rights attached to the Shares acquired in violation of this Clause, will be suspended. The above does not prejudice any claims for damages that the Other Shareholders may have effectively incurred, or any legal rights that they may have to challenge the transfer carried out in violation of








their rights under this this SECTION 5 and this Agreement in general.

- 5.2. **Exclusions to Share Transfer Restrictions.** Notwithstanding the provisions set out in Clause 5.1 above, and subject to the provisions of Clause 5.3 below, the dispositions under the Right of First Refusal shall not apply:
- 5.2.1. In the event of Transfer of Shares made between dōTERRA and any Person that is a Controlling Shareholder of dōTERRA, is Controlled by dōTERRA or is under Common Control with dōTERRA;
  - 5.2.2. Among the Promoters and/or among the Promoters and their respective spouses, heirs and successors;
  - 5.2.3. Among the Promoters and any Person that is a Controlled Shareholder by or is under Common Control with the Promoters; or
  - 5.2.4. Inter se transfers among existing shareholders to be also excluded from Share transfer restrictions
- 5.3. In the event of Transfer of Shares pursuant to Clause 5.2 above:
- 5.3.1. The Transferring Shareholder and the Transferee will remain jointly liable for the obligations set forth in this Agreement (except in case of succession due to death of any of the Promoters);
  - 5.3.2. In tandem with the formalization of the Transfer of the Shares, the Transferee will formally and unconditionally adhere to this Agreement by executing the instrument of adhesion (as it may be required by any of the Shareholders remaining in the Company), undertaking all and every obligation applicable to the Transferring Shareholder;
  - 5.3.3. The Transferring Shareholder and the respective Transferee will be deemed as a single Shareholder, as a block, for all of the purposes and effects of the Agreement; and
  - 5.3.4. In the event the Transferee is on the verge or in the process of losing its status pursuant to Clause 5.2.1 to 5.2.3, such Transferee shall be obliged to transfer the relevant Shares back to the Transferring Shareholder.
- 5.4. **Notice Regarding Offered Shares.** Without prejudice to Clause 5.1, any Shareholder who wishes to Transfer all or part of his/its Shares in the Company (the "Transferring Shareholder") shall first give a notice thereof to the other Shareholders (the "Other Shareholders"), with a copy to the Board of Directors of the Company containing the particulars of the proposed Transfer (the "Transfer Notice"), including:
- 5.4.1. the full name or the corporate name of the prospective Transferee including identification details of the part(y)(ies) ultimately controlling the prospective Transferee, its main activity and the composition of its capital stock (if a legal entity);
  - 5.4.2. the number, type and class of Shares the Transferring Shareholder intends to Transfer (the "Offered Shares");
  - 5.4.3. the bona fide price and conditions of payment offered by the prospective Transferee (which must mandatorily be in cash);
  - 5.4.4. a copy of the binding offer made by the prospective Transferee, which offer must include its unconditional and irrevocable commitment to adhere hereto, should the Other Shareholders so request it, agreeing to fully comply with this Agreement and undertaking all and every obligation applicable to the



Transferring Shareholder; and

- 5.4.5. any other relevant terms of the proposed Transfer (including the contemplated closing date for the proposed Transfer).
- 5.4.6. The Transfer Notice is an offer by the Transferring Shareholder to the Other Shareholders, for the Transfer of the Offered Shares under the terms and conditions described therein. Such offer cannot be revoked until the completion of the procedure as described in Clauses 5.5 below. The Company is under no obligation to allow due diligence to be carried out in favor of a prospective Transferee.
- 5.5. **Pre-emptive right to Purchase Offered Shares.** Except where they have expressly waived such right by notice to the Board of Directors of the Company, and provided that they have duly informed the Board of Directors of the Company of their intention, and further that they remain a Relevant Shareholders, the Other Shareholders shall have a pre-emptive right to purchase the Offered Shares at the same price and under the same terms and conditions under which the Transfer would be carried out, subject to the following terms and conditions (the "Right of First Refusal"):
- 5.5.1. Each of the Other Shareholders shall have the right to purchase at least such number of Offered Shares that bears the same proportion as the number of Shares held by such Other Shareholder in the Company as the number of Shares held by such Other Shareholder in the Company bears to the total number of Shares held by all Other Shareholders in the Company, provided that such Other Shareholder informs the Board of Directors of the Company thereof, by written notice within thirty (30) Business Days of the date of the Transfer Notice ("Right of First Refusal Exercise Term").
- (a) if the Other Shareholder is the Promoters, each of them may purchase Offered Shares *pro rata* to their respective share capital proportion in the Company, excluding the share capital held by dōTERRA and, should it be the case, by the Founding Shareholder that does not inform of his wish to purchase the Offered Shares or which waives his Right of First Refusal.
- (b) If the Other Shareholders have not exercised their Right of First Refusal (nor expressly waived such rights) within the period referred to in Clause 5.5.1, they shall be deemed to have waived such rights, in which case the Transferring Shareholder shall be free to Transfer the Offered Shares to the prospective Transferee in accordance with the terms and conditions stated in the Transfer Notice, provided that
- (i) the Transfer is completed within ninety (90) days as from the expiration of the Right of First Refusal Exercise Term by the Shareholders;
- (ii) the transaction is effected in full compliance with the price, terms and conditions set forth in the Transfer Notice;
- (iii) the prospective Transferee formally, unconditionally and irrevocably adheres to all obligations under this Agreement.
- 5.5.2. If the Other Shareholders have exercised their Right of First Refusal within the period referred to in Clause 5.5.1, the Transfer of the Offered Shares shall be completed within ninety (90) Business Days as from expiration of the Right of

First Refusal Exercise Term.

- 5.5.3. If any Other Shareholder is willing to purchase more than the minimum number of Offered Shares that s/he/they/it is entitled to purchase pursuant to Clause 5.5.1, it may make an offer for more and may be allocated more Offered Shares if all or some of the Other Shareholders do not or only partially exercise their right of first refusal.
- 5.5.4. The Offered Shares for which no Right of First Refusal was exercised (the "Remaining Offered Shares"), shall be allocated by the Board of Directors of the Company among the Other Shareholders (to the extent that Other Shareholders have exercised s/he/they/it Right of First Refusal for a number of Offered Shares exceeding the minimum number of Offered Shares to which s/he/they/it were entitled). If, in the application of this allocation mechanism, more than one Other Shareholder is willing to purchase the Remaining Offered Shares and the total number of Offered Shares for which s/he/they/it exercised their Right of First Refusal in excess of their minimum *pro rata* portion exceeds the number of Remaining Offered Shares, each such Other Shareholder will be entitled to acquire a number of Remaining Offered Shares that bears the same proportion to the total number of Remaining Offered Shares as the number of Shares held by such Other Shareholder in the Company prior to the Transfer bears to the total number of Shares held by all the Other Shareholders in the Company prior to the Transfer.
- 5.5.5. No later than five (5) Business Days after completion of the procedure described in Clauses 5.4 and 5.5.1 above and Clause 5.5.6 below (as the case may be), the Board of Directors of the Company shall notify all Shareholders whether or not, and if so, to which extent, the rights described therein have been validly exercised (the "Final Notice"). If the rights pursuant to Clause 5.5.1 to 5.5.4 above have been exercised with respect to all Offered Shares, the Final Notice shall indicate the allocation of the Offered Shares in accordance with Clause 5.5.1 to 5.5.4 above and shall constitute the conclusion of the Transfer, it being understood that title to the Offered Shares shall only Transfer to the Other Shareholders (having exercised their Right of First Refusal) identified in the Final Notice at the time of payment of the purchase price thereof by such Other Shareholders to the Transferring Shareholder.
- 5.5.6. If the rights pursuant to Clause 5.5.1 to 5.5.4 above have not been exercised in respect of all Offered Shares, the Transferring Shareholder may, following the Final Notice, freely Transfer the Offered Shares (without prejudice to Clause 5.5.5, as the case may be) to the prospective Transferee, in accordance with the terms and conditions stated in the Transfer Notice.
- 5.5.7. If the proposed Transfer is not completed within sixty (60) Business Days of the Final Notice, no such Transfer shall occur unless and until the procedure described in Clauses 5.4 and 5.5 have been completed again.

**SECTION 6.**

**NON-COMPETE; BUSINESS OPPORTUNITIES; NON-SOLICITATION**

- 6.1. The Parties acknowledge that dōTERRA engages in the production and distillation of plant materials on a scale larger than Company's scale. Further, dōTERRA also engages in the wholesale and retail sale of plant materials and essential oils with other vendors,

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joint venturers and partners. As a result, the Parties mutually agree that the provisions of this SECTION 6 will apply to the Promoters only, unless otherwise expressly noted.

- 6.2. During the Term (as defined at Clause 14.9) of the Agreement and for a period of twelve (12) months thereafter (the "Non-Compete Period"), the Promoters agree not to do any of the things set out in this SECTION 6 in the Territory, regardless of whether the Promoters are acting (i) directly or indirectly, through an Affiliate or any other individual, company or other legal entity, (ii) in their own capacity or as a director, manager, partner or shareholder of any company or any other legal entity, or as an employee, consultant or agent of any individual, company or legal entity or (iii) in any other capacity and in any other manner whatsoever.
- 6.3. During the Non-Compete Period, the Promoters shall not: (a) carry on or participate in any business, which is of the same or similar type to the Company, and which is likely to be in competition with the business of the Company; (b) induce or attempt to induce any person who is a customer, supplier or other business relation of any of the Company to cease doing business with such Company, to materially reduce its business with such Company or to do business with it on less favourable terms, or in any way interfere with the relationship between such Company and any of its customers, suppliers or other business relations; or (c) induce or attempt to induce any employee or service provider of such Company to leave his employment or contractual relationship with such Company or in any way interfere with the relationship between the Company and any of its employees or service providers ((a), (b) and (c) being a "Non-Compete Event").
- 6.4. Without prejudice to the foregoing undertaking, should the Promoters wish to pursue a business opportunity in the Territory which is likely to constitute a Non-Compete Event, be it under the form of an acquisition, participation, joint venture, or any other capitalistic or non-capitalistic structure, or any other arrangements having the same effect, with a party other than the Company, for the purpose of selling, growing, harvesting and distilling raw plant materials destined to the production of essential oils or selling essential oils (a "Business Opportunity"), the Promoters (the "Business Offering Party") shall first give a notice of its intention thereof to the Shareholders of the Company (collectively the "Business Offeree Party") containing an initial general description of the Business Opportunity (the "Business Notice"), including at least:
- 6.4.1. the area within the Territory in which it intends to develop such Business Opportunity;
  - 6.4.2. the precise type of raw plant material or essential oil which is the subject of the Business Opportunity;
  - 6.4.3. a reasonable estimate of the financial resources to be initially invested and deployed to carry out the Business Opportunity;
  - 6.4.4. the date that the Business Opportunity must be acquired; and
  - 6.4.5. the anticipated expenditure schedule (together, the "Business Information").
- 6.5. The Business Offeree Party shall be entitled to require further information from the Business Offering Party in order to evaluate the Business Opportunity.
- 6.6. The Business Offering Party is under no obligation to:
- 6.6.1. allow due diligence to be carried out on the Business Opportunity in favour of the Business Offeree Party; and
  - 6.6.2. provide updates of the Business Information, in case the latter would change for

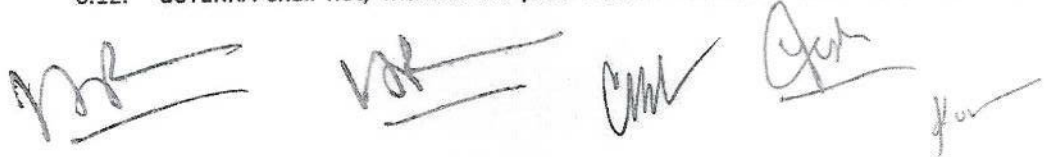
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any reasons whatsoever further to the Business Notice.

- 6.7. The Business Offeree Party shall have a pre-emptive right to pursue the Business Opportunity (the "Business Right of First Refusal"). Upon exercise of its Business Right of First Refusal, the Business Offeree Party shall, in the following order:
- 6.7.1. undertake to finance the effective implementation of the Business Opportunity through internal or external equity or debt financing, it being understood that none of the Parties to this Agreement shall have any obligations to participate in or contribute in any way whatsoever to such financing;
  - 6.7.2. negotiate the final terms and conditions governing the Business Opportunity, which shall in no event be less favourable than those described in the Business Notice; and
  - 6.7.3. use all reasonable endeavours to pursue and carry out the Business Opportunity until full completion thereof and to the satisfaction of the Business Offering Party.
- 6.8. If, either prior to completion of the Business Opportunity or in the course of the performance of such Business Opportunity, the Business Offeree Party has breached its obligations as described in the agreement governing such Business Opportunity, the Business Offering Party shall be entitled to continue the performance of the Business Opportunity, it being understood and agreed that such breach shall for the purposes hereof not be considered as a breach of this Clause 6.8 of this Agreement;
- 6.9. If the Business Offeree Party (i) has not exercised its Business Right of First Refusal (nor expressly waived such right) within thirty (30) days of the receipt of the Business Notice by giving notice to the Business Offering Party or (ii) has exercised its Business Right of First Refusal but is unable to provide, within sixty (60) days of the Business Notice, evidence of sufficient readily available financial resources to finance the Business Opportunity, it shall be deemed to have waived such right, in which case the Business Offering Party shall be free to pursue the Business Opportunity as well as any other business opportunity which would find its origin in the Business Opportunity in any way whatsoever.
- 6.10. In case dōTERRA intends to pursue a Business Opportunity in the area of the Territory, dōTERRA will give notice of its intention, in the same manner as prescribed in Clause 6.4 above, and will, therefore, submit to the procedures described in Clauses 6.5 thru 6.9. Notwithstanding the foregoing, dōTERRA has no obligation to present to the Shareholders a Business Opportunity (1) if the Business Opportunity will be primarily operated outside the Territory, or (2) relate to the sourcing, acquisition, production, or distillation of Sandalwood raw plant material and Sandalwood essential oil, or (3) the sourcing, acquisition, production, or distillation of essential oils and extractions which are produced by CO2 extraction methods.
- 6.11. In the event of a breach by any Party of its undertakings under this SECTION 6, the other Parties will be immediately and automatically entitled, *pro rata* to their equity share in the Company (excluding the Shares held by the breaching Party if the breach is committed during the term of the Agreement), to an aggregate lump sum indemnity amounting to USD 300,000 (three hundred thousand dollars) per breach, without prejudice to the aggrieved Parties' right to seek compensation for any and all effective losses and damages which they would prove to have suffered as a result of such breach.
- Non-solicitation**
- 6.12. dōTERRA shall not, without the prior written consent of the Promoters, directly or





indirectly, offer to employ or seek to entice away from the Company or its Affiliates, or conclude a management agreement with, any person who is or has been employed by, or bound by a management agreement with, the Company or its Affiliates at any period in time prior to and during the twelve (12) months after the termination of this Agreement.

- 6.13. The Promoters shall not, and shall not cause the Company and its Affiliates to, without the prior written consent of dōTERRA, directly or indirectly, offer to employ or seek to entice away from dōTERRA or its Affiliates, or conclude a management agreement with, any person who is or has been employed by, or bound by a management agreement with, dōTERRA or its Affiliates at any period in time prior to and during the twelve (12) months after the termination of this Agreement.
- 6.14. The non-solicitation covenants set out in these Sections 6.12 and 6.13 are geographically limited to the Republic of India and the United States of America.
- 6.15. If a Party becomes aware of any infringement of the provisions of Sections 6.12 and 6.13 by any other Party, it shall give a notice to that other infringing Party, enjoining them to cease any such infringement within fifteen (15) Business Days. In case of failure to comply with this injunction, the infringing Party shall pay to the other Party damages the amount thereof being hereby agreed by the Parties as a lump sum of fifty thousand US Dollars (USD \$50,000), to be increased in the amount of ten thousand (USD \$10,000) for each month, or part of a month, that such infringement continues after the first month of infringement, without prejudice to that Party's right to seek compensation for any and all effective losses and damages which s/he/they/it would prove to have suffered as a result of such breach.

## SECTION 7.

### COMPANY'S MANAGEMENT

- 7.1. The Company will be managed by a Board of Directors, in accordance with the (i) the provisions of its Articles; (ii) the resolutions of their respective Shareholders Meetings and Board of Directors' Meetings; (iii) this Agreement; and (iv) applicable legislation.
- 7.2. Until the occurrence of a Controlling Event, the Company will have its financial statements audited by D.B. Shah & Associates Chartered Accountants, except as otherwise approved by the Board of Directors' Meeting, in accordance with SECTION 8.
- 7.3. The sitting fee of the Directors for attending the meeting of Board (if any) shall be set for the minimum allowed by law at the Company's Shareholders' meetings that elects the members of the Board of Directors.
- 7.4. dōTERRA and the Promoters (to the extent of their rights, powers and obligations as Shareholders and/or managers of the Company) agree to use their best efforts to cause the Company to comply with all laws, regulations, orders and/or decrees of any court and or governmental authority applicable related to the prohibition of illegal and/or undue payments, gifts and/or bonuses, made to third parties in order to influence any governmental officials or to perform or obtain any business. dōTERRA and the Promoters (to the extent of their rights, powers and obligations as Shareholders and/or managers of the Company) further agree to act in accordance with the provisions of the United State Foreign Corrupt Practices Act and Indian Prevention of Corruption Act 1988. dōTERRA and the Promoters (to the extent of their rights, powers and obligations



as Shareholders and/or managers of the Company) agree not to pay, promise and/or authorize payment of any amount or anything of value, directly or indirectly, to any person (whether an employee of the government or private entity) in order to illegally, or in an inappropriate or undue manner, induce an employee of the government, or of a political party, or person related to the entities, to perform any business, or take any other undue measures in benefit of the Company, dōTERRA and/or the Promoters. In furtherance to any other remedies under this Agreement or under applicable legislation, any Party breaching the provisions of this Clause 7.4 will indemnify the other from and against any and all claims and damages arising out of or connected with such noncompliance.

## SECTION 8. BOARD OF DIRECTORS

- 8.1. The Company shall have a Board of Directors of four (4) members and their respective alternates, elected by the Shareholders as provided for in Clause 8.7 below.
  - 8.1.1. One (1) of the members of the Board of Directors shall be the chairman to be appointed at each board meeting by Directors attending the same.
  - 8.1.2. The Company shall reimburse the members of the Board of Directors for all reasonable and duly documented costs and expenses, according to a Company's policy to be approved by the Board of Directors.
- 8.2. The Company's Board of Directors shall meet regularly whenever necessary to maintain Company's ordinary course of business, at least once per quarter. All meetings shall be scheduled for a Business Day and at as best possible during regular business hours in both India and Salt Lake City, U.S.A., considering the time zone.
- 8.3. The Board of Directors' Meetings may be called at any time at the request of any two of the Directors, one each being the nominee of Founding Shareholder and dōTERRA by means of a written notice as required by the Companies Act in advance to all members of the Board of Directors setting forth the date and time of such meeting, accompanied by an agenda with a list of the matters to be considered by the Board of Directors at such meeting and a copy of all documents to be discussed and/or presented at the meeting.
- 8.4. The meetings of the Board of Directors shall be presided over by the chairman of the Board of Directors, and the secretary shall be either one of the members of the Board of Directors or a company Secretary appointed by the company.
- 8.5. The minutes of the meetings of the Board of Directors of the Company will be drawn up in accordance with prescribed Secretarial Standard.
  - 8.5.1. Only in case of reserved matters, the Shareholders agree that the Company shall not file the minutes referred to in Clause 8.5 above with Registrar of Companies where applicable until one member of the Board of Directors appointed by dōTERRA has approved such minutes (provided that there is no unnecessary delay in such approval and that the Company is not prevented from complying with the legal deadlines for such filings), which will be prepared and made available to dōTERRA by the management of the Company, as soon as reasonably practicable, but at least within fifteen (15) days after such meeting





is held.

- 8.6. The meetings of the Board of Directors of the Company must have quorum as prescribed under Companies Act and only upon any reserved matter forming part of the agenda, the quorum must have one representative of doTERRA (or their respective alternates), whether in person or as provided for in Clause 8.6.1 below.

8.6.1. A Director will be deemed present at a meeting of the Board of Directors if s/he: (i) participates in the meetings of the Board of Directors by means of videoconference or conference call, using a dial-in to be previously provided by the Company, provided that all participants are clearly heard and identified; or (ii) appoints its respective alternate to vote at the meeting. In the event of a meeting held through videoconference or conference call, the member of the Board of Directors participating remotely in such meeting must confirm his/her vote by letter or electronic mail to the chairman of the Board of Directors immediately after the meeting. In the event a vote in writing under item (ii) above is sent in language other than English language, the respective chairman or secretary of the meeting shall provide a English translation to the chairman of the Board of Directors of the Company within five (5) days to be appropriately filed in Company's headquarters or, if applicable, filed in the appropriate books of the Company.

- 8.7. For the election of the members of the Board of Directors of the Company, the Shareholders undertake to exercise their voting rights at the Shareholders Meetings so that:

8.7.1. the Promoters (together with their successors and assignees, in applicable) shall have the right to appoint, elect and remove:


- (a) Three (3) of the members of the Board of Directors of the Company -- who shall initially be Vipul Parekh, (as the chairman), Kaksha Parekh, and Yash Parekh, and their respective alternates.
- (b) doTERRA (together with its successors and assignees, in applicable) shall have the right to appoint, elect and remove:
  - (i) One (1) of the members of the Board of Directors of the Company -- who shall initially be Corey B. Lindley and his respective alternates.
- (c) Notwithstanding provision (a) and (b) above, a party's right to appoint a member of the Board of Directors, shall be in proportion to their respective ownership interest in the Company, and the majority holder shall always have the right to appoint at least one more Director than the minority interest holder. If for example, doTERRA became the 51% majority shareholder, doTERRA would be able to appoint the number of Directors that constitute at least 51% of the total member of the Board of Directors. In the event that the parties own equal ownership interests, an additional odd numbered member of the Board of Directors shall be appointed, and each year the parties shall alternate appointing the odd Director, and the party which appoints the odd Director the first year of equal ownership will be decided by mutual agreement, or by a coin flip.
- (d) In the interests of the Company, more Directors may be appointed, in accordance with applicable laws, and paragraph 8.7.1(c)

8.7.2. The election or dismissal of member of the Board of Directors in violation to the



provisions hereof will be null and void.

- 8.8. During the term of this Agreement, the Shareholders agree to not request or use a separate voting and/or multiple voting procedure to elect the member of the Board of Directors.
- 8.9. Any Shareholder may, at any time, upon written notification to the other Shareholder or at any Shareholders' Meeting of the Company, request the dismissal of a member of the Board of Directors that was appointed by said Shareholder, as well as elect his/her substitute as a result of said dismissal or the resignation or in the event the position for any reason becomes vacant, pursuant to this Agreement.
- 8.9.1. Subject to the provisions of Clause 8.7.2 above, within applicable statutory timelines from the receipt of the notification referred to in Clause 8.9 above, the Board of Directors will meet to consider such dismissal or resignation (and subsequent appointment, if any) on record.
- 8.9.2. Any Director shall vacate office upon being disqualified for appointment in terms of Companies Act 2013 and for "Cause" as set forth in the following paragraph.
- 8.9.3. For purposes of this Agreement, "Cause" means:
- (a) civil insolvency or protests of bills, individually or in an aggregate amount, exceeding the equivalent in Indian Rupee to one million US dollars (\$1,000,000 USD) based on the forex rate of the day in which each proceeding is commenced against the Director (or Officer, as the case may be), that are not suspended in up to sixty (60) days;
  - (b) the freezing of all or substantially all of his/her assets being determined by a judicial or administrative order and not suspended in up to sixty (60) days;
  - (c) permanent disability or disability for a period exceeding six (6) months preventing the Director (or Officer, as the case may be) from exercising his/her functions at the Company; or
  - (d) wilful misconduct or fraud committed by the Director (or Officer, as the case may be).
- 8.9.4. The appointment of the new Director (or Officer, as the case may be) following dismissal will be made by the same Shareholder that appointed the dismissed Director (or Officer, as the case may be) in accordance with this Agreement. Neither the Board of Officers nor the Board of Directors, as the case may be, shall take any action until the appointment of the new Officers or Directors, as the case may be.
- 8.10. The Board of Directors of the Company shall:
- (a) establish the general strategy for the corporation's business;
  - (b) supervise the members of the Board of Officers;
  - (c) deliberate on the matters provided for in applicable legislation and the Company's Articles; and
  - (d) deliberate on the matters set forth in clause 10.4.
- 8.11. Subject to the provisions of this Clause 8.11, the resolutions of the Board of Directors of the Company shall be taken by the majority of the members of the Board of Directors present at the meeting duly called and convened in accordance with the provisions of





this SECTION 8, provided, however, that:

- (a) the approval of the Reserved Matters will depend on the affirmative vote of at least one (1) Director appointed by dōTERRA (as long as it is a Relevant Shareholder) and one (1) Director appointed by the Promoters (as long as they are together a Relevant Shareholder); and
- (b) in the event of a tie in the resolutions of the Board of Directors of the Company regarding any matter, the members of the Board of Directors will vote to postpone and hold new meetings of the Board of Directors of the Company until there is no longer a tie and the matter is either approved or rejected.

## SECTION 9. BOARD OF OFFICER

- 9.1. In the event the Board of Directors appoints Officers, the following provisions shall apply as to the Officers duties.
- 9.2. Appointment of Officers. Each member of The Board of Directors may appoint an Officer to run day-to-day operations. The majority Shareholder shall appoint the Chief Executive Officer.
- 9.3. Salary of Officers. By a vote of majority of the Board of Directors, including one representative each of Promoters and dōTERRA the salary and remuneration of the Officers shall be set.
- 9.4. The Officers of the Company shall provide to the Board of Directors:
  - 9.4.1. unaudited quarterly financial statements (P&L, balance sheet, cash flow) for the Company, within thirty (30) Business Days from the end of the respective quarter;
  - 9.4.2. audited consolidated annual statements (if required under applicable Law) at the latest by the end of August of each subsequent financial year;
  - 9.4.3. budget and financial forecasts on a consolidated basis for the next financial year by March 15th of the preceding financial year; and
  - 9.4.4. any additional information in relation to the business and the financial position of the Company required under applicable Law.
  - 9.4.5. Any duties of the Shareholders, which are not duties and rights that are expressly reserved to the Shareholders' for decision.
- 9.5. If the management were to fail to comply with any of the items of this SECTION 9 and the situation had not been corrected within thirty (30) calendar days after notification to the defaulting Company by a Shareholder of such failure to comply with such Clause, the Shareholder shall be entitled to appoint an auditor of international reputation to enter the Company's premises and to obtain such information at the Company's expense.

## SECTION 10. SHAREHOLDERS' MEETING

- 10.1. The Shareholders' Meeting shall take place and be called in accordance with the



provisions found in the Company's Articles.

- 10.2. The Promoters will mandatorily exercise any and all of its political rights (including the voting rights) as a block. No divergence, deadlock, conflict and/or dispute among the Promoters will be opposable to dōTERRA and/or the Company. In case of such divergence, deadlock, conflict and/or dispute, the approval by the Promoters as established in the Articles and/or this Agreement, if required, will be made by Mr. Vipul, Parekh on behalf of himself, Ms Kaksha Parekh, and Mr. Yash Parekh. In the event dōTERRA Transfers any of its corporate interest held in the Company to another Person, as permitted under this Agreement, the provisions of this Section will apply to dōTERRA and such Person, and dōTERRA approval will take precedence, if required.
- 10.3. The decisions of the Shareholders' Meeting will be draw up in the appropriate minutes and signed by the chairman and the secretary of the Shareholders' Meeting and by the present Shareholders, subject to the below. The minutes of the Shareholders' Meeting of the Company will be draw up in English. Notwithstanding the foregoing, the Shareholders agree that the Company shall not file the minutes referred to in this Clause 10.3 with the concerned Registrar of Companies until a dōTERRA's representative present at the Shareholders' Meeting signs off on the above mentioned minutes (provided that there is no unnecessary delay in such approval and that the Company is not prevented from complying with the legal deadlines for such filings), which will be prepared and made available to dōTERRA by the respective chairman or secretary appointed to such meeting, as soon as reasonably practicable, but at least within seven (7) days after such meeting is held.
- 10.4. The following matters, actions or decisions regarding the Company (the "Reserved Matters") shall require, so long as dōTERRA is a Relevant Shareholder, (i) when falling within the authority of the Shareholders' Meeting pursuant to the applicable law, the affirmative vote of dōTERRA and (ii) when falling within the authority of the Board of Directors pursuant to the applicable Law, the affirmative vote of at least one (1) Director appointed by dōTERRA
- 10.4.1. approval of the allocation of profits and the dividend distribution policy
- 10.4.2. alteration or amendment to the Articles and other charter or organizational documents of the Company;
- 10.4.3. excepting through a capital call, which is duly noticed, and which provides all shareholders' the right to match capital inputs relative to the shareholder's relevant ownership interests, further issue of shares or convertible debentures or any other instruments that may give the holder thereof rights to receive, acquire or subscribe to shares in the Company, altering the capital structure of the Company;
- 10.4.4. creation of, issuance of, and changes in the characteristics and benefits concerning, preferred shares and/or its classes;
- 10.4.5. excepting through a capital call, which is duly noticed, and which provides all shareholders' the right to match capital inputs relative to the shareholder's relevant ownership interests, capital increase or capital decrease;
- 10.4.6. any grant to the Board of Directors of the power to increase the capital stock by means of authorised capital;
- 10.4.7. merger or demerger, contribution of universality or of a branch of activity, liquidation, dissolution and/or winding-up, transformation of the Company;
- 10.4.8. provide notice to dōTERRA about any major asset acquisitions/disposals and the



granting of security over a Company's assets in excess of two-hundred fifty thousand (\$250,000 USD), and consent of doTERRA for any major asset acquisitions/disposals and the granting of security over a Company's assets in excess of seven hundred fifty thousand US Dollars (USD 750,000) per event;

- 10.4.9. taking out of loans, borrowings and incurring any indebtedness without first offering to doTERRA the opportunity to provide funding for the loan, borrowing, or indebtedness as per clause 4.4.
- 10.4.10. entering into any agreement, transaction or arrangements between the Company and any Shareholder or an Affiliate to a Shareholder or Director;
- 10.4.11. transfer of the registered office, head-office, affiliate, and branch office of a Company to a country subject to trade sanctions or any other sanctions whatsoever with the United States of America.

## SECTION 11.

### SPECIFIC PERFORMANCE

- 11.1. If any Shareholder commits any breach of this Agreement and fails to remedy the breach within five (5) Business Days of receipt from any other Shareholder of written notice calling upon it to do so, then any other Shareholder shall be entitled, in addition to and without prejudice to any other right it may have in law, to enforce specific performance of the terms of this Agreement and applicable legislation and/or recover such damages as it may have sustained (this Agreement, signed by two (2) witnesses, is effective as an extrajudicial execution instrument, for all purposes and effects of Specific Relief Act 1963. Any of the Shareholders is entitled to request that the chairman of the Shareholders' Meeting or that the chairman of the Board of Directors of the Company declares the nullity of any vote cast against any express provision of this Agreement and to request the administrator of the Company the immediate cancellation of any registration made in breach of any of the restrictions and obligations imposed under this Agreement, irrespective of commencing any in-court or out-of-court proceedings. Without prejudice to the foregoing, any of the Shareholders shall be entitled to demand (i) annulment of any Shareholders' Meeting or meeting of the Board of Directors that accepts as valid any vote cast against any express provision of this Agreement; and (ii) cancellation of the registration of any Transfer or Encumbrance of Shares made in breach of any of the provisions of this Agreement.

## SECTION 12.

### CONFIDENTIALITY

- 12.1. Subject to Clause 12.4, each Party shall keep confidential and shall cause, if applicable, its officers, employees, agents and professional and other advisors to keep confidential, any information which relates to the contents of this Agreement (or any agreement or arrangement entered into in relation to, or pursuant to, this Agreement) as well as the information provided in the context of the negotiation or implementation of this Agreement (and any other agreement or document referred to therein) (altogether, the "Confidential Transaction Information"). No Party shall disclose to any third party any such Confidential Transaction Information without the prior written approval of the



other Parties.

- 12.2. Subject to Clause 12.4, each Party shall keep confidential (and cause, if applicable, its officers, employees, agents and professional and other advisors to keep confidential) any information which could reasonably be expected to be sensitive and which relates to the business and operations of the Company (such as trade secrets, technical information on any Company's products, customer lists, price lists, financial projections and budgets, strategy, employees' salaries and other information concerning the personnel, etc.), whether communicated in writing or orally (the "Companies' Confidential Business Information"). No Party shall disclose to any third party any such Company' Confidential Business Information without the prior written approval of the other Party.
- 12.3. dōTERRA is free to make any publications, videos, or other similar publication of content regarding the facilities of the Company or the general business of the Company (and such acts will not be deemed as a violation of Clause 12.1, Clause 12.2 and this Agreement in general):
- (a) with the prior approval of the other Parties; or
  - (b) without the prior approval of the other Parties, provided that none of the information disclosed mentions the name of nor allows the public to identify any of the other Parties or the Company.
- 12.4. The confidentiality obligations under Clauses 12.1 and 12.2 do not apply to:
- (a) the disclosure in confidence by a Party to such Party's directors, officers, employees, agents, potential lenders and professional or other advisors on a "need to-know" basis, or between Parties and such Parties' directors, officers, employees, agents, potential lenders and professional or other advisors on a "need-to-know" basis, provided, however, that these recipients are also bound by a confidentiality obligation that is at least as stringent as what is provided under this SECTION 12;
  - (b) the disclosure of information to the extent required to be disclosed by law or any binding judgment, order or requirement of any court or other competent authority;
  - (c) the disclosure of information to any tax authority to the extent reasonably required for the purposes of the tax affairs of the Party concerned;
  - (d) the disclosure in connection with any legal proceedings in court or for an arbitrator insofar as necessary; or
  - (e) Information which comes within the public domain (otherwise than as a result of a breach of this SECTION 12).
- 12.5. If either Party is required to disclose any of the confidential information under Clauses 12.1 and 12.2, as required by any law, request made by a governmental authority or under legal proceedings, pursuant to Clause 12.4 above, the Party receiving the confidential information shall, upon receipt of such request and prior to its disclosure, inform the Party disclosing the confidential information thereof, where permissible, before providing the information and cooperate, if requested, to avoid the disclosure of such confidential information and to adopt the legal measures requested by the Party disclosing the confidential information necessary to protect the information. In the event that such legal measures are not applicable, the Party receiving the confidential





information shall inform only what has been legally requested and shall generate its best efforts to obtain the necessary protection or other reliable assurance that the disclosed information will be given confidentiality treatment.

- 12.6. The duty of confidentiality provided for in this SECTION 12 shall remain in force even after the termination of this Agreement for a period of twenty four (24) months as of the date of its termination.

### SECTION 13.

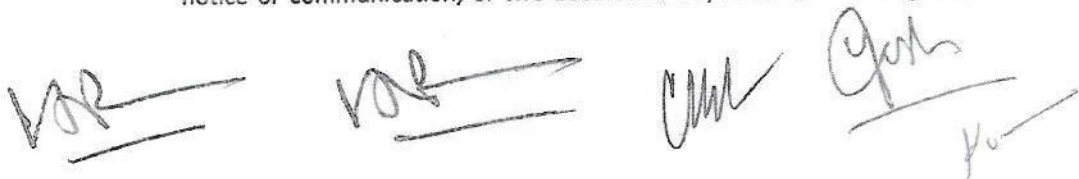
#### INDEMNIFICATION

- 13.1. dōTERRA and the Promoters hereby declare that each of them is fully liable for and agrees to indemnify and hold harmless each other, as well as their respective stockholders, members, directors, managers, officers, employees, representatives, advisors, agents and Affiliates from and against any and all losses, liabilities, costs (including attorney and expert fees), damages, charges, expenses, actions, proceedings, claims and demands incurred or arising, whether or not arising out of a third party claim, in connection with the breach of any term, representation, warranty, covenant or condition contained in this Agreement.
- 13.2. In connection with Clause 13.1 above, and as a means to ensure that the Promoters and dōTERRA are indemnified and held harmless, the Promoters and dōTERRA shall be entitled to set off, subject to the terms and conditions set forth in the Agreement, any amount owed by the Promoters or dōTERRA, as the case may be, to each other in terms of this Agreement against any portion from any payments due to the Promoters or dōTERRA including dividends from the Company.
- 13.3. The Shareholders obligation to indemnify each other under this Agreement (i) will include damages and lost profits in accordance with Indian Contract Act 1872 and (ii) is in addition to any monetary penalty set out in this Agreement.

### SECTION 14.

#### MISCELLANEOUS

- 14.1. Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the Shareholders with respect to its subject matter and constitutes (along with the exhibits and other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
- 14.2. Notices. Except as otherwise specified herein, all notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail (return receipt requested), postage prepaid or otherwise delivered by hand, messenger, e-mail (return receipt requested), or facsimile transmission and shall be given to such Shareholder at its address set forth below or such other address as such Shareholder may hereafter specify in writing to the other Shareholder for the purpose by notice to the Shareholder sending such communication. All notices and other communications shall be deemed to have been duly given upon the delivery of such notice or communication, or two businesses days after the mailing of such notice or

The bottom of the page features four handwritten signatures or initials. From left to right: the first is 'VOR' with a horizontal line underneath; the second is 'VOR' with a horizontal line underneath; the third is 'CMH' with a horizontal line underneath; and the fourth is 'John' with a horizontal line underneath and a small 'yo' written below it.

communication, unless, in the latter case, proved otherwise:

If to dōTERRA

Attention: Legal Department  
Address: 389 S. 1300 W., Pleasant Grove, Utah 84062 USA  
E-mail: ddoxey@doterra.com

With copies to:

Attention: Tim Valentiner and Sean Poynter  
Address: 389 S. 1300 W., Pleasant Grove, Utah 84062 USA  
E-mail: [tvalentiner@doterra.com](mailto:tvalentiner@doterra.com)  
[spoynter@doterra.com](mailto:spoynter@doterra.com)

If to the Promoters:

Attention: Yash Parekh  
Address: A/410, Kailash Complex, Vikhroli – Powai Link Road, Park Site, Vikhroli  
(West), Mumbai – 400 -079 in the city of Mumbai, State of Maharashtra  
(India)  
E-mail: [yparekh@gemaromatics.in](mailto:yparekh@gemaromatics.in)

With copies to:

Attention: Vipul Parekh  
E-mail: [vparekh@gemaromatics.in](mailto:vparekh@gemaromatics.in)

- 14.3. **Binding Effect; Benefits.** This Agreement shall be binding upon and inure to the benefit of the Shareholders and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any Person other than the Shareholders or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.
- 14.4. **Amendment.** This Agreement may not be amended, restated or modified in any respect except by a written instrument executed by Shareholders holding 100% of the Shares of the Company. The failure at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of any of the parties thereafter to enforce each and every provision hereof in accordance with its terms.
- 14.5. **Assignability.** Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either Shareholder, except as otherwise expressly stated hereunder or with the prior written consent of each other





Shareholders hereto.

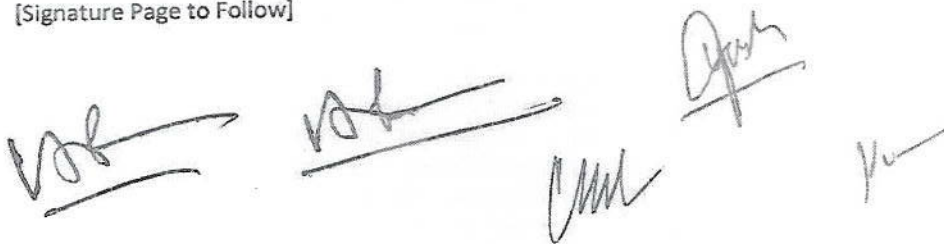
- 14.6. **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. If any provision of this Agreement shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to the extent necessary in order for such provision to be valid and enforceable, such amendment to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.
- 14.7. **Filing and Annotation.** A counterpart of this Agreement shall be immediately filed at the principal place of business of the Company in order to produce all legal effects under applicable legislation. The management of the Company shall proceed with the respective annotations on the books of registered shares of the Company, to the extent such books exist, so as to register that the Transfer of any of the Shares and the exercise of the voting rights stemming thereof are and shall be subject to the provisions of this Agreement, as amended from time to time.
- 14.8. **Additional Shares Subject to Agreement.** Each Shareholder agrees that any other Shares which it hereafter acquires by means of a Share split, Share dividend, distribution, exercise of options or warrants or otherwise whether by merger, consolidation or otherwise (including shares of a surviving corporation into which the Shares are exchanged in such transaction) will be subject to the provisions of this Agreement to the same extent as if held on the date of this Agreement.
- 14.9. **Term; Renewal; Termination.**  
This agreement shall not be terminated by the shareholders, except,  
14.9.1. by mutual consent of all Shareholders or termination arising from the acquisition of all of the Remaining Shares by dōTERRA, or dōTERRA ceases to hold share capital of the Company, this Agreement may not be terminated by the Shareholders; or,  
14.9.2. by court-ordered dissolution.
- 14.10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Federative Republic of India, without giving effect to its principles of conflict of laws.
- 14.11. **Arbitration.**  
14.11.1. Any controversies, claims or disputes between the Shareholders arising out of or relating to the interpretation and/or execution of this Agreement, or relating to it, shall be finally settled by binding arbitration managed by Mumbai Centre of International Arbitration (MCIA) in accordance with the laws of the Republic of India, especially as provided by the Indian Arbitration Act and in compliance with the procedures and arbitration rules provided for in the "Regulations of the Arbitration Proceeding of the MCIA. Either Shareholder may commence arbitration proceedings by providing written notice to the other Shareholder. The venue of the arbitration, and where the respective awards and decisions shall be rendered, is the City of Mumbai, State of Maharashtra. Any arbitration proceeding hereunder will be conducted in the English language before a Single Arbitrator to be mutually decided in the event of those Parties fail reach an agreement on the selection of the arbitrator within 30 (thirty) days as of the receipt of the written notice by the other Shareholder, the arbitrator

will be selected by the Court of Arbitration above stated. Judgment upon the arbitration award may be entered and enforced in any court of competent jurisdiction.

- 14.11.2. If either Shareholder commences arbitration proceedings in order to enforce any term of this Agreement, the prevailing Shareholder in the arbitration shall be entitled to full reimbursement of all expenses incurred with such measure, including any eventual emergency remedies as above stated.


IN WITNESS WHEREOF, each Shareholder have executed this Agreement in two counterparts of equal content, in the presence of two witnesses undersigned, as of the day and year first above written.


[Signature Page to Follow]

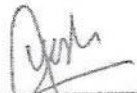
Four handwritten signatures are visible. The first two are on the left, followed by a third signature in the center, and a fourth on the right. Each signature is written in dark ink and appears to be a stylized representation of a name.






Shareholders:

  
\_\_\_\_\_  
VIPUL PAREKH, an individual

  
\_\_\_\_\_  
KAKSHA PAREKH, an individual

  
\_\_\_\_\_  
YASH PAREKH, an individual

  
\_\_\_\_\_  
Vipul N. Parekh (HUF), a Through Karta Vipul Parekh

   
\_\_\_\_\_  
dōTERRA ENTERPRISES, Sàrl

Confirming Party:

\_\_\_\_\_  
GEM AROMATICS PRIVATE LIMITED

Appendix A

Shareholder	No. of Shares	% Held
Vipul Pareskh	649,580.00	36.39%
Yash V. Pareskh	329,104.00	18.44%
Kaksha Pareskh	305,748.00	17.13%
Vipul N. Pareskh (HUF)	54,211.00	3.04%
dōTERRA Enterprises, Sàrl	446,215.00	25.00%
Total	1,784,858.00	100%

