



महाराष्ट्र MAHARASHTRA

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AP 988691

प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८००००१९
९ - 2 APR 2019
सक्षम अधिकारी

श्री एस. एस. पिता

This forms an integral part of Supply Agreement dated

11th April 2019



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[Signature]

8001-

SUPPLY AGREEMENT
(Sourcing Agreement for Purchase of Essential Oil)

RECITALS

dōTERRA GH Ireland Limited is a limited liability company governed by Irish law, registered in Ireland with the Register of Companies under number 636906, having its registered office at 32 Molesworth Street, Dublin 2, Ireland, or assignee within the dōTERRA organization or companies, (hereinafter "dōTERRA" or "Purchaser");

GEM Aromatics Pvt. Ltd. a private limited liability company organised and existing under the Laws of The Republic 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 "Supplier");

Purchaser and Supplier hereinafter referred to as a "Party" and, jointly, as the "Parties".

Whereas:

Purchaser is in the business of sourcing, distribution, and sale of pure and natural essential oils;

Purchaser seeks to function as a "responsible buyer" by purchasing pure and natural bulk essential oils, which support producers and distillers that are committed to implementing socially and environmentally responsible practices;

Supplier is a company which has developed expertise in the production of raw materials which may include growing, harvesting, distillation, and the wholesale sales of pure and natural essential oils;

Purchaser desires to purchase the pure and natural essential oils outlined in Appendix 1 to this agreement (hereinafter "Products"). Appendix 1 outlines the specific essential oil, length of agreement concerning the specific oil, annual minimum quantities, purchase price terms, and product specifications;

Supplier desires to produce and sell the Products to Purchaser as outlined in each of the Appendices to this agreement (hereinafter "Agreement");

NOW THEREFORE, the Parties agree:

Section 1. PRODUCTION

1.1. Supplier shall engage in good business practices in growing, harvesting, and otherwise producing the Products that the Purchaser will purchase. For the purpose of this Clause, "good business practices" shall be understood as follows:

- a. Raw materials
 - i. The Supplier guarantees that the raw materials used for the production of the Products are purchased from lawful channels;
 - ii. The Purchaser is entitled to receive from the Supplier information relating to the purchasing channels and suppliers of the raw materials required for producing the Products;
 - iii. If the Purchaser considers the raw materials used by the Supplier to be defective, the Supplier shall make the appropriate changes upon the Purchaser's first

request.

- iv. The Supplier will firmly observe the documentation set out in Appendix 2 concerning raw material.
 - v. The Supplier will comply with all applicable technical and legal rules for producing the Products, which the Supplier hereby states to be fully aware of for all purposes and effects of law.
- b. Inspection rights
- i. The Purchaser shall have the right to visit the premises used by the Supplier to produce the Products and to freely inspect all stages of the production process, subject to providing a notice to the Supplier at least ten (10) Business Days prior to the visit.
 - ii. Likewise, with due regard to information and operations which constitute proprietary information of Supplier, the Purchaser shall have the right to inspect Supplier batch records relating to the Product and those portions of Supplier's premises used by the Supplier to produce the Products. Purchaser's quality management may arrange audit visits with Supplier's quality management.
 - iii. The Supplier will firmly observe the documentation set out in Appendix 2 concerning inspection rights.

Section 2. MINIMUM QUANTITIES, QUALITY STANDARDS, PRODUCTS SPECIFICATIONS AND PURCHASE PRICE

- 2.1. Minimum Quantities. The Supplier agrees to sell, and the Purchaser agrees to purchase, the Annual Minimum Quantities (AMQ) of Products for the years as set out in Appendix 1. Prior to the termination of the last year of AMQ commitment set forth in Appendix 1, the parties will negotiate additional commitments for additional years.
- 2.2. Pricing. For the years, 2019, 2020, and 2021, the prices set forth in Appendix 1, shall apply. After 2021, the negotiated prices shall be the lesser of a then to be determined set margin above GEM's Cost of Goods Sold for each product, or, the lowest price offered to another customer for any particular product. The Parties will negotiate and agree in writing yearly, and at the latest thirty (30) days prior to the anniversary date of this Agreement on new Annual Minimum Quantities and Prices, in good faith, by using all reasonable efforts, with a view to being effective on the anniversary date of each year.
- 2.3. Prepayments. For purchase ordered placed in Calendar Year 2019, doTERRA will provide prepayments not to exceed 25% of a purchase order. Further, that for purchase orders placed in Calendar Year 2020, the prepayment amount that doTERRA will pay will not exceed 12.5% of each purchase order. For 2021, and all subsequent years, any prepayments required by Company will be offered as an interest-bearing short-term loan at a rate that is equal or better than the market rate for a similar loan. doTERRA shall be granted the right to convert these loans into equity at a strike price to be determined at the time of the conversion for any loans that are in default for more than four months from the loan's due date.

Section 3. SAMPLES AND TESTING OF SAMPLES

- 3.1. Without prejudice to the Purchaser's inspection rights in accordance with Section 7, and as soon



as practically possible after the samples are available to the Supplier, the Supplier shall provide the Purchaser with a representative sample of each batch of each Product.

- 3.2. The Purchaser shall have maximum ten (10) Business Days, after delivery of the sample, to inspect, test, and verify if the sample meets the quality specifications agreed upon by the Parties. The Purchaser shall notify the Supplier of its acceptance or rejection of the sample. In case Purchaser reject the sample, Supplier shall provide a compliant replacement Product to the Purchaser as soon as possible.

Section 4. PURCHASE ORDERS

- 4.1. Upon acceptance of a batch sample, the Purchaser shall place a purchase order. All offers and purchase orders shall be made in writing and notified to the relevant Party in accordance with Section ~~16.115-1~~.
- 4.2. The Purchaser shall clearly list and provide detailed information on the Products that it wishes to purchase from the Supplier on the purchase order.
- 4.3. The prices on purchase order are not subject to any increase or additional charges because of increased cost, any change in law or any other reason.
- 4.4. The Purchaser shall submit each purchase order to Supplier at least thirty (30) Business Days in advance of the requested delivery date. Supplier must notify the Purchaser in writing within five (5) Business Days from the receipt about its acceptance or not of the terms of any such purchase orders, otherwise such purchase orders will be deemed accepted.
- 4.5. The Purchaser may modify the delivery date or quantity of the Product in any such purchase order, or cancel any purchase order, by submitting a written change order (the "Change Order") to Supplier within thirty (30) days of the Delivery Date. Such Change Order shall be effective and binding against Supplier as long as delivery is successful.
- 4.6. In the event of a conflict between the terms of any purchase order and this Agreement, the provisions of this Agreement will prevail.

Section 5. PRODUCT PACKING AND MARKING

- 5.1. In fulfilling the purchase orders, the Supplier shall ensure that the Products comply with all applicable regional, national or international standards and requirements on packing, storage and transportation mark regulations, and its cost is included in the Price.
- 5.2. The Supplier shall pack the Products in accordance with any reasonable packing requirements notified to the Supplier by the Purchaser in the purchase order and shall bear the costs associated thereto.
- 5.3. The Supplier shall mark the packing of the Products with the unit and specification in accordance with the instructions given by the Purchaser and all applicable legal requirements. See Appendix 2 (dōTERRA Raw Material Routing Guide and Vendor Instructions).
- 5.4. If the Products have been damaged, prior to delivery and inspection by the Purchaser, which damage was due to improper or inadequate storage, packing or marking, or if the Products are affected by rust damage, the Supplier shall bear the burden to pay all the expenses that result from such damage. Without prejudice to the foregoing and any other provisions found in this Agreement, Supplier will inspect all Products prior to delivery to ensure quality, safety and conformity with packing and marking requirements notified to the Supplier and that the Product



is properly packed and loaded to prevent transit damage and tampering.

Section 6. DELIVERY

- 6.1. All costs and charges of delivery of the Products (including, as the case may be, insurance costs as referred to under Section 6.7) will be determined/negotiated for each shipment. For the avoidance of doubt, nothing in this Section 6.1 shall be deemed to affect the provisions of Clause 6.6.

Delivery time and place

- 6.2. Supplier shall deliver the Products to the delivery place and upon the date provided for in each purchase order (respectively the "Delivery Place" and "Delivery Date") in accordance with the applicable Incoterms 2010 designation agreed upon in each purchase order. The legally or contractually required documents that accompany the Products must be delivered together with the Products on the Delivery Place and Delivery Date, unless otherwise agreed by the Parties.

Delay in delivery

- 6.3. In case the Products are not timely delivered to the Delivery Place:
- a. the Supplier shall be liable to deliver the Products to the Delivery Place without further delay, provided that such Products are immediately available to the Supplier, in which case the Supplier shall be liable to pay and bear any potential additional costs incurred in this delivery;
 - b. if not immediately available to the Supplier, the latter shall, at its own costs, purchase the Products from other sources and deliver these Products to the Delivery Place immediately; or
 - c. if the Products are not immediately available to the Supplier, the Purchaser shall have the right to cancel the purchase order (irrespective of the time period indicated in Section 4.5) without cost to or further obligation by Purchaser and purchase the Products from other channels or sources, in which case the Annual Minimum Quantities for such Products that the Purchaser is obligated to purchase shall be decreased accordingly.
- 6.3.1. In any event Supplier shall notify Purchaser immediately if any delivery will not occur in time to arrive by the Delivery Date for any reason.

Quantity of the Products

- 6.4. In case the quantity of the delivered Products is less than the quantity specified in the purchase order, the Purchaser is entitled to, at its sole discretion:
- a. reject Products and return them to Supplier; or
 - b. keep the Products, pay the actual quantity of the delivered Products and either (1) cancel the order for any remainder amount, or (2) require that the Supplier deliver the missing quantity of the Products as soon as possible at the Price agreed in the purchase order; and, notwithstanding its decision per options above,
 - c. in the event of the repeated failures exercise its rights set forth in Section 11.3.a.i.
- 6.5. In case the quantity of the delivered Products is more than the quantity specified in the purchase order, the Purchaser is entitled to, at its sole discretion:



- a. keep and pay for the Products delivered in excess; or
- b. reject Products and return them to Supplier.

Any expenses and losses (including but not limited to the transportation fee, storage fee and product damage, as well as other associated costs and expenses, collectively "Losses"), resulting thereof pursuant to Sections 6.4 and 6.5 shall be borne by the Supplier.

Transfer of ownership and risk

- 6.6. Risks of damages and Losses of the Products shall be transferred from the Supplier to the Purchaser in accordance with the applicable Incoterms 2010 designation agreed upon in the purchase order. Similarly, the ownership of the Products shall be transferred to Purchaser when the transfer of risks of damages and Losses of the Products takes place, notwithstanding any rights Purchaser may have to evaluate the Products according to Product Specifications and/or Minimum Quality Standards as provided under this Agreement.
- 6.7. Unless instructed otherwise by the Purchaser, the Supplier shall undertake to make sure that throughout the duration of this Agreement any and all appropriate insurance contracts are in place with a reputable insurance company in order to fully insure and cover any and all risks in relation to the Products shipped to the Purchaser at the Delivery Place. It shall be the responsibility of the Supplier to ensure that any of its agents, representatives, subcontractors, and independent contractors comply with insurance requirements. Coverage and limits referred to above shall not in any way limit the liability of the Supplier.

Section 7. PRODUCT INSPECTION, ACCEPTANCE AND DEFECTS

- 7.1. Upon delivery of the Products to the final Delivery Place, the Purchaser shall inspect, test, and verify the Products for compliance with the Product Specifications and consistency with the approved pre-ship sample. It is expected that the sample drawn from the Products upon delivery of Products at the final Delivery Place matches the pre-ship sample.
- 7.2. Any defects of the Products that are discernible if inspected pursuant to prevailing industry standards shall be reported in writing to the Supplier within fifteen (15) Business Days after the Delivery Date.
- 7.3. If the Purchaser fails to report a defect within the respective timeframes set out in Section 7.2, the relevant Products shall be deemed accepted by the Purchaser.
- 7.4. Notwithstanding the timeframes set out in Section 7.2, if the Purchaser uses the Products in whatsoever manner (other than for purposes of testing the compliance with the Product Specifications), whether alone or in combination with other components, such Products shall be deemed accepted by the Purchaser.
- 7.5. In case the delivered Product does not fully comply with the Product Specifications and/or Minimum Quality Standards, the Purchaser may reject the concerned Product. In such case, the Purchaser shall return the rejected Product to the Supplier at the Supplier's expense and the Supplier shall use their best efforts to provide a compliant replacement Product to the Purchaser.
- 7.6. If requested by the Supplier, the Purchaser shall return the non-compliant Products to the Supplier in accordance with the Supplier's reasonable written instructions concerning shipping, handling, and insurance and other matters for which the Supplier reasonably issues instructions, at the Supplier's expense.



Section 8. PAYMENT CONDITIONS

Invoices

- 8.1. The Supplier shall submit to the Purchaser invoices in USD for the Products purchased either prior to delivery or in a timely manner after delivery of the Products at the Delivery Place.
- 8.2. All invoices for amounts payable under this Agreement (including any taxes that the Supplier may be required to collect from the Purchaser) shall be due thirty (30) days from the date the Products are delivered to the Purchaser at the final Delivery Place, provided that (otherwise the thirty (30)-day payment date provision will remain suspended until the non-compliance issue is fully resolved):
 - a. the Products have been effectively delivered at the address indicated in the purchase order, or as otherwise notified from time to time in accordance with Section 16.1;
 - b. the Purchaser has not reported a defect in accordance with Section 7; and
 - c. the Supplier's invoice is valid and accurate and indicates all relevant information, including the purchase order number.
- 8.3. Payment of any invoice does not limit Purchaser's right to reject or revoke acceptance of Products. In the event a defect is discovered (and duly reported in accordance with Section 7) after a payment is made, the Purchaser shall be entitled to, at its unlimited discretion:
 - a. demand the immediate refund of the payment, provided that the Products have been validly rejected by the Purchaser; or
 - b. deduct an amount equal to the payment from future invoiced amounts.
- 8.4. Failure by the Purchaser to pay undisputed invoices shall entitle the Supplier (without any judicial intervention being required) to suspend any further delivery of Products in accordance with Section 11.3.a.

Section 9. OTHER OBLIGATIONS OF THE SUPPLIER

Right of first refusal of the Purchaser

- 9.1. Any available quantities of the Products in excess of the defined Annual Minimum Quantities, shall be first offered to the Purchaser, in writing, at the price offered to a third parties. The Purchaser shall confirm to the Supplier, in writing, within ten (10) Business Days whether it wishes to purchase any of the Products concerned, entirely or partially.
- 9.2. The Supplier shall be entitled to offer the Products to other customers (entirely or partially, as the case may be according to Section 9.1 above) if the Purchaser:
 - a. confirms that it does not wish to purchase the Products from the Supplier; or
 - b. does not provide the Supplier with a reply within ten (10) Business Days.
- 9.3. For the purpose of this Clause, the Supplier shall provide to the Purchaser at least annually or upon request a rolling twelve-month estimate of Products that shall be available for sale, including the estimated availability date, identity, quantity, price and quality.
- 9.4. The first twelve-month estimate shall be provided by the Supplier to the Purchaser within 30 days of signing this Agreement.



Exclusivity

- 9.5. During the Term of this Agreement, Supplier shall not sell the Products to any Person that is a Supply Competition Company, or to a Person which markets or sells the Products to a Supply Competition Company as defined in Section 14, which may be amended from time to time to add or remove a Supply Competition Company, subject to the mutual acceptance of both Parties, negotiated in good faith and which shall not be unreasonably withheld.
- 9.6. In the event of a question or confusion regarding an inquiring individual, company, or subsidiary, Supplier will first attain consent from Purchaser before it engages in business with a company or group which one might reasonably expect to be engaged with or is a Supply Competition Company.

Quality Warranty

- 9.7. The Supplier warrants that the Products shall be compliant with the Product Specifications as outlined in Appendix 1 to this Agreement.
- 9.8. The Supplier represents and warrants that it will perform the manufacture and supply of the Products: (i) in compliance with the terms and conditions set forth in this Agreement and (ii) in compliance with all applicable Laws, regulations, policies and industrial standards applicable to the Products.

Section 10. OTHER OBLIGATIONS OF THE PURCHASER.

- 10.1. Exclusivity on Certain Products. During the Term of this Agreement, Purchaser shall purchase from Supplier all of the Current Product Basket oils that it purchases within India at the Price determined by the parties. (See, provision 15.10 "Price").
- 10.2. The "Current Product Basket" is defined as the following essential oils: Mentha Piperita (Peppermint), Mentha Spicata (Spearmint), Cymbopogon Flexuosus (Lemongrass), and Curcuma longa (Turmeric, Ground) or any other essential oil sourced from India; except Sandalwood essential oil, and essential oils and extractions which are produced by CO2 extraction methods.
- 10.3. Notwithstanding the foregoing provision 10.1, Purchaser may purchase from another supplier a Current Product Basket oil within India if Supplier cannot provide an oil matching Purchaser's desired quantity, quality, timeline of delivery at the Price. Accordingly, Purchaser shall first present to Supplier, for its first refusal, any opportunity to provide to Purchaser a Current Market Basket oil before accepting an offer to purchase the oil from another Indian supplier. To facilitate Supplier's assessment as to whether it would like to provide a Current Product Basket oil to Purchaser, Purchaser shall provide to Supplier, the quantity, quality, and timeline of delivery that it requires. Supplier shall then have ten (10) Business Days to accept Purchaser's offer, at the Price, before Purchaser may accept an offer from another supplier within India. In the event that the parties fail to negotiate the Price for a particular essential oil, the parties will negotiate the fair market value.

Section 11. TERM AND TERMINATION

Term and renewal

- 11.1. Either Party shall not be entitled to terminate this Agreement for a period of first three (3) years



from the date of this Agreement for any reasons whatsoever ("Lock-in Period").

- 11.2. Post Lock-In Period, this Agreement shall continue while **dōTERRA Enterprises, Sàrl**, hold at least a twenty-five percent (25%) interest in Supplier, or unless and until the occurrence of a Material Breach.

Termination

11.3. Material Breach.

- a. **Breaches that Are Capable of Being Remedied.** In the event that a Party commits a Material Breach (as defined below) of its obligations under this Agreement, and in the case of such Material Breach being capable of remedy, the other Party shall provide notice of the breach (the "Breach Notice") which gives full particulars of the Material Breach and requiring the breach to be remedied. If the breaching party fails to remedy the same within ninety (90) days after receipt of the Breach Notice, the non-breaching Party shall be entitled to terminate this Agreement without any judicial intervention being required;
- i. The following will be considered a Material Breach:
- (A) the failure by the Purchaser to pay the Price in accordance with Section 8;
 - (B) the failure by the Purchaser to purchase of the Annual Minimum Quantities;
 - (C) the failure by the Supplier to meet the agreed upon Product Specifications provided that such breach is repeated four (04) separate times over a period of eighteen (18) months;
 - (D) the failure of the Supplier to supply the agreed upon quantities set forth in multiple purchase orders over a period of eighteen (18) months;
 - (E) the failure of the Supplier to deliver orders by the agreed upon Delivery Dates as set forth in multiple purchase orders over a period of eighteen (18) months;
 - (F) the failure by the Supplier to comply with (i) Sections 2.2 and 2.4 (including its subsections) and (ii) the right of first refusal, exclusivity and quality warranty provisions under this Agreement (Section 9); and
 - (G) the failure by the Supplier to comply with the good business practices, in accordance with Section 1.1.
- b. **Breaches That Cannot be Remedied.** Party shall be entitled to immediately terminate this Agreement without any prior written notice being provided or judicial intervention being required, if
- i. The Supplier sells or transfers all or substantial portion of the assets of the Supplier related to the manufacture, production, purchase or sale of the Products, to a third party (except to an Affiliate, to a family member, to a



successor or beneficiary holder or to any other parties as a result of a reorganization for estate planning purposes);

- ii. fraud, embezzlement, theft or willful misconduct committed by a Party or any of its employees, officers, agents and professional and damaging a Party, its reputation, products, services or customers;
- iii. intentional violation of any Law by a Party;
- iv. any unauthorized disclosure by a Party of any Confidential Information including any unauthorized disclosure of any trade secrets;
- v. any criminal charges being brought against a Party by the competent prosecuting authorities;
- vi. any Party
 - (A) is unable to pay its debts or is liable to be wound up by a court of competent jurisdiction;
 - (B) becomes insolvent or admits in writing its inability to pay its debts as they become due, files a petition for bankruptcy, makes an assignment for the benefit of its creditors or has a receiver, trustee or other court officer appointed for its properties or assets., or is the subject to any similar proceedings;
 - (C) goes into liquidation or any similar proceedings; or
 - (D) is subject to any security interests, attachment or seizure of a material portion of its assets, and such attachment or seizure is not vacated or lifted within fifteen (15) Business Days.

- c. Immaterial Breaches. Any breach that does not rise to the level of a Material Breach or a Breach That Cannot Be Remedied, shall be remedied within 25 Business Days.

Effect of termination

- 11.4. The rights to terminate this Agreement given by this Section 11 shall not prejudice any other right or remedy of the Parties in respect of the breach concerned (if any) or any other breach, including, without limitation, the rights set forth in Section 12 and Section 13.
- 11.5. In the event of a termination of this Agreement, the Supplier shall be entitled to cancel acceptance of the purchase orders, it being understood and agreed that the Purchaser shall be entitled to receive all Products that have already been paid for as of the date of such termination, and the Supplier shall supply such Products to the Purchaser within sixty (60) Business Days as of the date of termination.
- 11.6. The termination of this Agreement shall not discharge the Parties from any liability or obligation for any matter, undertaking or condition, which has not been done, observed or performed before such termination.
- 11.7. Clauses Section 11 (Term and Termination), Section 12 (Confidentiality), Section 14 (Definitions), Section 16 (Miscellaneous) shall survive any termination of this Agreement, as well as any other provisions whose inherent nature warrant survival beyond termination of the Agreement.



- 11.8. Upon termination of this Agreement, for any reason, the Party to which Confidential Information has been disclosed will, upon request, promptly return within thirty (30) days all such information, including any copies thereof, and cease its use or, at the request of the Party transmitting such Confidential Information, will promptly destroy the same and certify such destruction to the transmitting Party; except for a single copy thereof which may be retained for the sole purpose of determining the scope of the obligations incurred under this Agreement.

Section 12. CONFIDENTIALITY

- 12.1. 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) (altogether, the "Confidential Information").
- 12.2. For the avoidance of doubt Confidential Information shall include:
- a. the content of this Agreement;
 - b. any business secrets or information of the Parties or its Affiliates acquired in the context of this Agreement, including the content of the purchase orders, the quantities ordered, Supplier's information and data, clients' information, models, patterns, samples, components and spare parts lists, client or supplier lists, price tables and any other information related to the Products and the business of the Parties, any knowledge or skills, production methods and technology;
 - c. all information relating to the property status and financial information of the Parties acquired in the context of this Agreement; and
 - d. any other information relating to any of the Parties which has been disclosed to the other Parties in the context of this Agreement.
- 12.3. No Party shall use for its own business purposes or disclose to any third party any Confidential Information without the consent of both the Purchaser and Supplier set forth in this agreement. In particular, no Party shall allow any third party to review, copy or access Confidential Information.
- 12.4. Neither Party shall use the name, trademark or trade name of the other Party and/or its Affiliates, or disclose any information in relation to the business relationship with the other Party and/or its Affiliates.
- 12.5. The Purchaser is free to make any publications, videos, or other similar publication of content regarding the facilities of the Supplier or the general business of the Supplier:
- a. with the prior approval of the Supplier; or
 - b. without the prior approval of the Supplier, provided that none of the information disclosed mentions the name of nor allows the public to specifically identify any of the Supplier.
- 12.6. The obligation of confidentiality under Sections 12.1 through 12.4 does 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 applicable Law or any binding judgment, order or requirement of any court or other competent authority, or the disclosure of information to any Governmental Authority to the extent reasonably required for the purposes of the governmental affairs of the Party concerned (provided, however, that in any of these cases, the Party receiving the Confidential Information must 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 endeavor its best efforts to obtain the necessary protection or other reliable assurance that the disclosed information will be given confidentiality treatment); or
- c. information which comes within the public domain (otherwise than as a result of a breach of this Section 12);

provided, that any Party that intends to disclose information pursuant to this Section 12.6 shall, prior to making such disclosure, consult with the other Party on the form, content and timing of such disclosure.

Section 13. FORCE MAJEURE

- 13.1. Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or other non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any circumstances which were reasonably unforeseeable and beyond the reasonable control of that Party, including prohibition or acts by government or public agency, riot, war, public disturbance, strikes, other labor disputes and work stoppages, failure or interruption of public transportation or other utilities, epidemic, fire, flood, earthquake, storm, tidal wave or other acts of nature (a "Force Majeure"), and the time for performance of that obligation shall be extended accordingly.
- 13.2. In the event that a Party is prevented from performing its obligations under this Agreement due to a Force Majeure, such Party shall notify the other Parties thereof, in writing and without delay, giving a reasonable explanation and, insofar as known, the probable extent to which it will be unable to perform, or will be delayed in performing, its obligations hereunder, and it shall use best efforts to remove such Force Majeure and to mitigate any damages.
- 13.3. In the event that a Force Majeure or the effects of a Force Majeure prevents any of the Parties from performing its obligations under this Agreement for a period of sixty (60) consecutive days or more, the Parties shall negotiate whether to terminate this Agreement, exempt the implementation of part of the obligations of this Agreement, or postpone or alter the performance of this Agreement in accordance with the effects of such Force Majeure.

Section 14. COMPLIANCE WITH LAWS

- 14.1. The Supplier has always conducted and continues to conduct the business in all material respects in accordance with all applicable Laws (including antibribery and anticorruption laws, such as Law No. 12,846/2013, Decree No. 8,420/2015, Foreign Corrupt Practices Act (FCPA) and UK Bribery



Act), governmental orders and the terms of all licenses, and the Supplier is not in violation in any material respects of any such Law, governmental order or licenses.

- 14.2. The Supplier has *not*: (a) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (b) directly or indirectly, paid or delivered any fee, commission or other sum of money or item of property, however characterized, to any finder, agent, or other party acting on behalf of or under the auspices of a governmental official or governmental authority, in India, or any other country, which is in any manner illegal under any Law of The Republic of India or any other country having jurisdiction; or (c) made any payment to any customer or supplier of the Supplier or any officer, director, partner, employee or agent of any such customer or supplier for an unlawful reciprocal practice, or made any other unlawful payment or given any other unlawful consideration to any such customer or supplier or any such officer, director, partner, employee or agent.

Section 15. DEFINITIONS.

For the purposes of this Agreement, and unless already defined elsewhere in this Agreement, the following terms shall have the following meanings:

- 15.1. "Act of God" means any occurrence subsequent to this Agreement that was not caused by the relevant Party and which effects or consequences could not be avoided or prevented by the relevant Party.
- 15.2. "Affiliate" means an entity that ultimately shares the same owners.
- 15.3. "Annual Minimum Quantities" has the meaning ascribed to it in Appendix 1;
- 15.4. "Business Day" means any day other than a day which is a Saturday, Sunday, or an observed holiday in The Republic of India or in the United State of America;
- 15.5. "dōTERRA Company" means Thrive Holdings, LLC, its subsidiary companies, and their subsidiary companies, and so on.
- 15.6. "Governmental Authority" means any local, national or supranational authority or subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any national or supranational authority;
- 15.7. "Law" means any law, statute, regulation, ordinance, rule, order, decree or governmental requirement enacted which is compulsory and which is promulgated or imposed by any Governmental Authority within its governmental capacity which is applicable to this Agreement by force of law;
- 15.8. "Losses" shall have the meaning ascribed to it by Section 6.5.
- 15.9. "Minimum Quality Standards" means minimum quality standards means the Product Specification set forth in Appendix 1, the provisions of Section 14, and the Requirements for Certificate of Analysis for Raw Materials and dōTERRA Supplier Code of Conduct set forth in Appendix 2.
- 15.10. "Price" is the price, that Supplier will sell a particular essential oil to Purchaser, that is negotiated between the parties at the time of sowing as (a) set forth in Appendix 1, or (b) otherwise agreed to in writing.
- 15.11. "Product Specifications" means all written Product Specifications set forth in Appendix 1.



- 15.12. "Product(s)" means the products to be supplied by the Supplier to the Purchaser as described in the indicative list, or of similar purity and quality specification to those oils contained in Appendix 1 in accordance with Clause 1;
- 15.13. "Supply Competition Company" means the following companies (and their affiliated companies): Young Living, Zija International (Ameo), NuSkin, Nature's Sunshine, Melaleuca, Saje Natural Wellness, Triglav-Edelweis, GuruNanda, Eden's Garden, Essential Oil University, LLC, The Perfumery, Ultra International, Rocky Mountain Oils, Vitruvi, Elysian Essential Oils, REVIVE and any company that markets its products in the multi-level marketing industry.

Section 16. MISCELLANEOUS

- 16.1. Remedies Related to Annual Minimum Quantities. In the event that doTERRA purchases less than the agreed upon Annual Minimum Quantity for a given year, doTERRA agrees to provide compensation for the difference between the realized value of the inventory sale and agreed purchase price, save to a Supply Competition Company pursuant to Sections 9.5 and 9.6.
- 16.2. Remedies Related to Supplier Failure to Supply Products.
- a. Failure to comply with any provision or condition of this Agreement will subject the violating Party to the payment of the amount equal to the replacement cost of the products not provided by Supplier, plus a non-compensatory fine in the amount of 25% of the replacement cost.
 - b. The parties further stipulate that all obligations due by virtue of the performance of this Agreement, including the amount of any indemnity, shall be subject to indexation based on the India Consumer Price Index (CPI), or another official inflation measurement index that may replace it, plus default interest of one percent (1%) per month, calculated from the date of the default until the effective payment pro rata temporis.
- 16.3. Notice. Notice shall be in writing and served by registered mail or other tracked dispatcher, such as DHL, Federal Express, UPS, etc., with request for notification of receipt to the following:
- doTERRA GH Ireland Limited
32 Molesworth Street
Dublin 2, Ireland
Email: ddoxey@doterra.com
- Supplier
A/410, Kailash Complex, Vikhroli – Powai Link
Road, Park Site, Vikhroli (West), Mumbai –
400 -079 in the city of Mumbai, State of
Maharashtra (India)
- 16.4. Entire Agreement; Amendments. This Agreement is the entire understanding between the Parties and supersedes any contracts, agreements or understanding (oral or written) of the Parties with respect to the subject matter hereof. No term of this Agreement may be amended except upon written agreement of both Parties, unless otherwise provided in this Agreement.
- 16.5. No Waiver. Failure by either Party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist



upon such strict compliance with respect to any subsequent failure.

- 16.6. Severability. If any term of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, the remaining terms of this Agreement will continue in full force and effect.
- 16.7. Independent Contractors. The relationship of the Parties is that of independent contractors, and neither Party will incur any debts or make any commitments for the other Party except to the extent expressly provided in this Agreement. Nothing in this Agreement is intended to create or will be construed as creating between the Parties the relationship of joint ventures, co-partners, employer/employee or principal and agent.
- 16.8. Sufficiency of Infrastructure. Supplier states that it presently has all infrastructure needed to carry out this Agreement and resells other kinds of products, and it will not make any investment in infrastructure specifically in order to sell the Products.
- 16.9. Governing Law. This Agreement shall be governed by and construed under the laws of The Republic of India, without giving effect to its principles of conflict of laws.
- 16.10. No Assignment. Unless as expressly allowed under this Agreement, this instrument is made on a personal basis, and the Parties may not transfer the rights and obligations arising therefrom, in any form, for any reason, and to any person whatsoever without the express, prior written consent by both Parties. Notwithstanding the prior sentence, Purchaser may assign this agreement to a dōTERRA Company without consent of Supplier.
- 16.11. Entire Agreement. This contract constitutes the whole agreement between the Parties and no other previous agreement or representation shall be valid or enforceable.
- 16.12. Amicable Resolution; Arbitration. The Parties shall use commercially reasonable efforts to amicably resolve any controversies, claims or disputes arising out of or relating to the interpretation and/or execution of this Agreement. If the Parties are unable to amicably resolve the dispute within 45 days, it may be submitted to and finally settled by binding arbitration. The arbitration proceeding will be 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 Party may commence arbitration proceedings by providing written notice to the other Party. 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 Party, 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.
 - a. Either in the event of issues that in view of legal prohibition cannot be submitted to arbitration or in urgent cases where the Court of Arbitration has not yet been installed, the Parties may file for precautionary or coercive action before the relevant judicial authority, herein being elected the Courts of the State of Maharashtra for that purpose, with the exclusion of any other, however more privileged it may be.
 - b. If either Party commences arbitration proceedings in order to enforce any term of this Agreement, the prevailing Party in the arbitration shall be entitled to full reimbursement



of all expenses incurred with such measure, including any eventual emergency remedies as above stated.

[Signature Page to Follow]

A handwritten signature in blue ink, appearing to be "Josh", with a stylized, cursive script.

Signed in two originals,

This ___ day of _____, 2019

PURCHASER

Signature

Name

Title



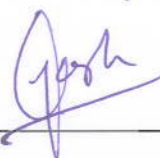
This 11 day of April, 2019

SUPPLIER

Signature

Name

Title





Yash Parekh

Director

APPENDIX 1

*The commitments of Supplier to supply and Purchaser to purchase AMQs for Year 4 and 5 through Appendix 1 are conditioned upon (1) there being no Act of God which destroys more than 50% of the annual crop, and / or (2) there being no decline in the year-over-year gross revenue of Purchaser.

A handwritten signature in blue ink, appearing to be 'G. M.', with a long horizontal stroke extending to the right.

Peppermint (*Mentha piperita*)

Essential Oil Latin Name	<i>Mentha piperita</i>	
Start Date of Agreement	January 01, 2019	
Annual Minimum Quantity (Year 1)	57,600 kg	Price TBD
Annual Minimum Quantity (Year 2)	57,600 kg	Price TBD
Annual Minimum Quantity (Year 3)	57,600 kg	Price TBD
Annual Minimum Quantity (Year 4)*	57,600 kg	Price TBD
Annual Minimum Quantity (Year 5)*	57,600 kg	Price TBD
Delivery Schedule	Quarterly Shipments	
Product Specifications	Components	
	Menthol	30-35%
	Menthofuran	1.8 – 5%
	Viridiflorol	0.1 – 0.5%
	Color	Colorless to pale yellow
	Aroma	Conforms to standard
	Specific Gravity	0.898 to 0.918
	Refractive Index	1.455 to 1.465
	Optical Rotation	-30 to -14

Spearmint (*Mentha spicata*)

Essential Oil Latin Name	<i>Mentha spicata</i>	
Start Date of Agreement	January 01, 2019	
Annual Minimum Quantity (Year 1)	3,600 kg	Price TBD
Annual Minimum Quantity (Year 2)	3,600 kg	Price TBD
Annual Minimum Quantity (Year 3)	3,600 kg	Price TBD
Annual Minimum Quantity (Year 4)*	3,600 kg	Price TBD
Annual Minimum Quantity (Year 5)*	3,600 kg	Price TBD
Delivery Schedule	Quarterly Shipments	
Product Specifications	Components	
	Carvone	55-65%
	Limonene	14.5-20.5%
	Viridiflorol	0.1 – 0.5%
	Color	<i>Colorless to pale yellow</i>
	Aroma	<i>Carvone/Herbaceous</i>
	Specific Gravity	<i>0.921 to 0.938</i>
	Refractive Index	<i>1.484 to 1.491</i>
	Optical Rotation	<i>-59 to -48</i>



Lemongrass (*Cymbopogon flexuosus*)

Essential Oil Latin Name	<i>Cymbopogon flexuosus</i>	
Start Date of Agreement	January 01, 2019	
Annual Minimum Quantity (Year 1)	10,000 kg	Price TBD
Annual Minimum Quantity (Year 2)	10,000 kg	Price TBD
Annual Minimum Quantity (Year 3)	10,000 kg	Price TBD
Annual Minimum Quantity (Year 4)*	10,000 kg	Price TBD
Annual Minimum Quantity (Year 5)*	10,000 kg	Price TBD
Delivery Schedule	Quarterly Shipments	
Product Specifications	Components	
	Hept-5-en-2-one <6-	0.8 – 2.7%
	Neral	26-32%
	Geranial	37-42%
	Geranyl acetate	2-5%
	Color	pale/light yellow
	Aroma	Conforms to standard
	Appearance	clear, thin liquid
	Specific Gravity	0.8700 - 0.9100
	Refractive Index	1.4700 – 1.5000
	Optical Rotation	-5 to +2



Turmeric, Ground (*Curcuma longa*)

Essential Oil Latin Name	<i>Curcuma longa</i>	
Start Date of Agreement	January 01, 2019	
Annual Minimum Quantity (Year 1)	8,000 kg	Price TBD
Annual Minimum Quantity (Year 2)	8,000 kg	Price TBD
Annual Minimum Quantity (Year 3)	8,000 kg	Price TBD
Annual Minimum Quantity (Year 4)*	8,000 kg	Price TBD
Annual Minimum Quantity (Year 5)*	8,000 kg	Price TBD
Delivery Schedule	Quarterly Shipments	
Product Specifications	Components	
	Turmeric <Ar->	27-38%
	Turmerone <alpha->	17-28%
	Turmerone <beta->	7-20%
	Terpinolene	Less than 0.5%
	Color	
	Aroma	Conforms to standard
	Specific Gravity	0.9160 to 0.9710
	Refractive Index	1.5023 to 1.5210
	Optical Rotation	-18 to -8



APPENDIX 2 – DOCUMENTATION

Please refer to documents:

F348.01 - dōTERRA Raw Material Routing Guide and Vendor Instructions

F371.01 – Receipt of Updated Documents

F372.01 – Requirements for Certificate of Analysis for Raw Materials

dōTERRA Supplier Code of Conduct (version 1.0)

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INTRODUCTION

dōTERRA's mission is to deliver the highest quality standard in the world of essential oils, and to do so while being a force for good. dōTERRA has a formal commitment to creating positive impact through its business operations and practices. These priorities extend throughout dōTERRA's global supply chain, where we are committed to working with our supply chain partners to build greater inclusivity and create share value through the production of essential oils.

The dōTERRA Supplier Code of Conduct defines standards for fair, safe and healthy working conditions and environmental responsibility throughout dōTERRA's global supply chain. The Code's standards are based on International Labor Organization (ILO) standards and internationally accepted good labor practices. All preferred suppliers must commit to adhering to this Code of Conduct and detailed Supplier Scorecard. Requirements in this Code apply to the whole supply chain, including sub-suppliers, sub-contractors and farms. Standards equally apply to permanent, temporary, and agency workers, as well as piece-rate, salaried, hourly paid, legal young workers (minors), part time, night, and migrant workers. We seek suppliers committed to continuous improvement who are moving forward on their sustainability journey from basic to leadership practices. All suppliers must agree to announced and unannounced assessments by dōTERRA.

dōTERRA expects all suppliers to quickly make improvements when any of these Code standards are not met, and to develop sustainable management, reporting and tracking systems within their operations, to ensure ongoing compliance. Timelines for achieving compliance shall be reasonable and defined. Providing proof of correction to dōTERRA for each non-compliance is also required. dōTERRA pledges to help its suppliers improve labor, health and safety and environmental conditions in the workplace, and to help suppliers understand how to move from "basic" to "leadership" sustainability practices. We recognize that this effort requires listening to our suppliers and their employees' needs, and requires a collaborative approach using capacity building tools such as root-cause analysis, training, and management-system development to drive meaningful change.

dōTERRA seeks at all times to exercise the best possible practices for the respectful and ethical treatment of workers and promote sustainable conditions in which workers earn fair wages in safe and healthy workplaces. For more information on dōTERRA corporate responsibility please visit www.doterra.com.



SUPPLIER CODE OF CONDUCT

I. LAW AND CODE COMPLIANCE: dōTERRA suppliers are expected to comply with (1) all relevant and applicable laws and regulations of the country in which workers are employed including those at the federal, state/provincial, and local community levels; (2) dōTERRA's Supplier Code of Conduct; (3) dōTERRA's Co-Impact Sourcing Scorecard (where applicable); (4) Collective Bargaining Agreements (where applicable). When differences or conflicts in standards arise, suppliers are expected to comply with the highest standard that is the most in favor of the employees.

II. CHILD LABOR: No person shall be employed under the age of 15 or under the age for completion of compulsory education, whichever is higher. Juvenile workers (ages 15-17) shall not perform work which, by its nature or the circumstances in which it is carried out, is likely to compromise their health, safety or morals. (ILO Convention 138 and 182)

III. FORCED LABOR: There shall be no use of forced labor, including prison, indentured, bonded, slave or other forms of forced labor. Acts of human trafficking are also prohibited. Suppliers are required to monitor any third party entity which assists them in recruiting or hiring employees, to ensure that people seeking employment at their facility, farm or other operation are not compelled to work through force, deception, intimidation, coercion or as a punishment for holding or expressing political views. (ILO Conventions 29, 105, 182)

IV. HARASSMENT, ABUSE AND DISCIPLINARY PRACTICES: Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse or to monetary fines or embarrassing acts as a disciplinary measure.

V. DISCRIMINATION: No person shall be subject to any discrimination in any aspect of the employment, relationship including recruitment, hiring, compensation, benefits, work assignments, access to training, advancement, discipline, termination or retirement, on the basis of race, religious belief, color, gender, pregnancy, childbirth or related medical conditions, age, national origin, ancestry, sexual orientation, gender identification, physical or mental disability, medical condition, illness, genetic characteristics, family care, marital status, status as a veteran or qualified disabled veteran (in the USA only), caste, socio-economic situation, political opinion, union affiliation, ethnic group, illness any other classification protected under applicable law. All employment decisions must be made based on the principle of equal employment opportunity, and shall include effective mechanisms to protect migrant, temporary or seasonal workers against any form of discrimination. (ILO Conventions 100 and 111)

VI. FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING: Workers must be free to join organizations of their own choice. Suppliers shall recognize and respect the right of employees to freedom of association and collective bargaining. All suppliers must develop and fully implement effective grievance mechanisms which resolve internal industrial disputes, employee complaints, and ensure effective, respectful and transparent communication between employees, their representatives and management. (ILO Conventions 87, 98 and 135)

VII. EMPLOYMENT RELATIONSHIP: Employers shall adopt and adhere to rules and conditions of employment that respect workers and, at a minimum, safeguard their rights under national and international labor and social security laws and regulations.



VIII. WAGES AND BENEFITS: We seek and favor suppliers who progressively raise employee living standards through improved wage systems, benefits, welfare programs and other services, which exceed legal requirements and enhance quality of life. Every worker has a right to compensation for a regular work week that is sufficient to meet the worker's and their family's basic needs and provide some discretionary income. Employers shall pay wages which equal or exceed minimum wage or the appropriate prevailing wage, whichever is higher, comply with all legal requirements on wages, and provide any fringe benefits required by law and/or contract. Where compensation does not meet workers' basic needs and provide some discretionary income, each employer shall work with dōTERRA to take appropriate actions that seek to progressively realize a level of compensation that does. (ILO Conventions 26 and 131)

IX. OVERTIME WAGES: In addition to compensation for regular working hours, employees must be compensated for overtime hours at the rate legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate exceeding the regular hourly compensation rate by at least 125%. (ILO Convention 1 and 30)

X. HOURS OF WORK: Suppliers shall not require workers to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. The regular work week shall not exceed 48 hours or the maximum allowed by the law of the country of manufacture, whichever is less. Employers shall allow workers at least 24 consecutive hours of rest in every seven-day period. All overtime work shall be consensual. Employers shall not request overtime hours on a regular basis. The sum of regular and overtime hours in a week shall not exceed 60 hours or the maximum allowed by the law of the country of manufacture, whichever is less. (ILO Convention 1)

XI. HEALTH AND SAFETY: Suppliers shall provide a safe and healthy workplace to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employers' facilities. The employer shall take a proactive approach to health and safety by implementing policies, systems and training designed to prevent accidents, injuries and protect worker health. (ILO Convention 155)

XII. ENVIRONMENT: Suppliers shall maintain written environmental policies and standards and must comply with all applicable environmental laws, dōTERRA's Co-Impact Sourcing Scorecard, and agree to be monitored for environmental responsibility. Factories shall continuously monitor, and disclose to dōTERRA, their energy and natural resource usage, emissions, discharges, carbon footprint and disposal of wastes and take a progressive approach to minimize negative impacts on the environment.

XIII. COMMUNITY: dōTERRA encourages all suppliers and their employees to get involved in local social and environmental community charity efforts by volunteering time and/or providing other types of support. dōTERRA has a solid history of supporting community development initiatives and found the dōTERRA Healing Hands Foundation in 2008 to carry out such initiatives. dōTERRA seeks long-term partnerships with suppliers that share these same philanthropic values.

XIV. SUBCONTRACTING: dōTERRA does not permit subcontracting without prior written approval. All contracted oil production orders must be placed within facilities that have been pre-approved by dōTERRA, without exception. Direct suppliers are required to continuously monitor approved subcontractors and sub-suppliers for social and environmental responsibility using standards that meet or exceed this Code and dōTERRA's Co-Impact Sourcing Scorecard.



XV. ANIMAL WELFARE: Suppliers must respect animal welfare and work progressively towards adopting healthy and humane practices towards animals based on best available technology and standards.

XVI. TRACEABILITY: dōTERRA and our suppliers are jointly responsible for ensuring social and environmental responsibility and the integrity of our product content claims from the farm through the finished goods factory level. The only way to work towards this goal is to have transparency and traceability into all levels of our supply chain. dōTERRA requires suppliers to continuously track and monitor all locations associated with their supply chain and upon request provide transparency information into the owned and/or subcontracted farms, distilleries, and other sites that are involved in the production of our products.

XVII. CODE COMMUNICATION: All suppliers are required to: (1) post this Code of Conduct and separate dōTERRA grievance email address document in a conspicuous place frequented by all employees in the local languages spoken by employees, supervisors and managers; (2) undertake annual, documented training efforts to educate current and new employees about the dōTERRA Code standards and use of the dōTERRA grievance email address.

XVIII. QUALITY: Quality is the result of clarity, capable and well-integrated systems, and good communication. To achieve this, manufacturing facilities must have a clearly documented quality system and quality improvement plan. That system must include reliable "in process" and final finished goods audits and procedures that meet dōTERRA's quality standards. These audits must be performed by a trained QA staff person provided by the factory. The QA staff person must be granted the autonomy and support he/she needs in order to provide an unbiased report on the quality of every shipment of finished goods. Compliance with our quality requirements is monitored by dōTERRA's Strategic Sourcing Department.

CONTACT US: If you are aware of violations within our supply chain of these Code elements, we would like to know about it. Please bring these issues to our attention by contacting us at socialresponsibility@doterra.com. Please feel free to write in your local language. All information we receive will be kept in strict confidence and your identity protected.

THIS CODE OF CONDUCT AND OUR GRIEVANCE CONTACT INFORMATION MUST BE POSTED WITHIN THE FACTORY IN A CONSPICUOUS, FREELY ACCESSIBLE AREA IN THE LOCAL LANGUAGE(S) OF THE EMPLOYEE



dōTERRA SUPPLIER CODE OF CONDUCT
COMPLIANCE DECLARATION

We, the undersigned hereby confirm:

1. That we have received and taken due note of the Supplier Code of Conduct and commit ourselves to fully comply with its principles and requirements.
2. That we agree that dōTERRA or a third party appointed by dōTERRA may carry out periodic, unannounced inspections / audits on our facilities to verify our compliance with the Supplier Code of Conduct.
3. That we effectively communicate the contents of the Supplier Code of Conduct to our employees, agents, subcontractors and suppliers and ensure all measures required are implemented accordingly.

We also confirm that we have noted that compliance to the Supplier Code of Conduct is an essential component of business relations between dōTERRA and us as a Supplier for dōTERRA.

Please sign and date this letter. We ask that you return a signed copy and retain one for your records.

Name:

Company:

Title:

Phone:

Email:

Name:

Company: dōTERRA

Title:

Phone:

Email:

The Compliance Declaration must be signed by a duly authorized representative of the Supplier and returned to: dōTERRA International, Atte: Tim Valentiner, 389 S. 1300 W., Pleasant Grove, UT, 84062, USA

dōTERRA - 389 South 1300 West - Pleasant Grove, Utah - 84062, USA



Document Title dōTERRA Raw Material Routing Guide and Vendor Instructions	Form Number F348	Version 01	Department Quality Assurance
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dōTERRA Raw Material Routing Guide & Vendor Instructions

1. SUMMARY & INTENT

As business partners striving to attain mutually beneficial supply chain efficiencies, this guide contains detailed instructions for the routing, marking, documenting, and reporting of material shipments and inventory usage as it pertains to dōTERRA International, dōTERRA Manufacturing, and other dōTERRA partners.

Within this document 'Vendor' refers to any entity from which dōTERRA Manufacturing LLC, or its affiliates, purchase goods or services. All vendors shipping, delivering, receiving or consuming goods on behalf of dōTERRA are expected to comply with the instructions herein unless prior approval has been given in writing by dōTERRA. Failure to comply with the instructions herein will cause the vendor to be liable for the chargebacks.

This guide supersedes and cancels all previous instructions/guides issued.

2. MARKING/LABELING OF DRUMS AND CONTAINERS

2.1. All carton labels must indicate the following information:

- 2.1.1. Vendor Company Name
- 2.1.2. dōTERRA Item Description
- 2.1.3. dōTERRA Material SKU
- 2.1.4. dōTERRA ARC Number (found on PO)
- 2.1.5. Vendor Lot Number
- 2.1.6. Manufacture Date
- 2.1.7. Expiration Date (if applicable)
- 2.1.8. dōTERRA's Purchase Order Number
- 2.1.9. Quantity (Gross, Tare, and Net Weight)

- 2.2. The quantities that are on received Drums or Containers will be taken as actual quantities. If discovered that they were incorrect quantities, shipper will be liable for any inconvenience, problems and costs associated with correcting the errors.
- 2.3. Every Drum or Container must have an identification label on it.
- 2.4. Labels must be placed on the END or SIDE (not on top) of the Drum or Container.

Figure 2.5 - Label Format (sample)

Document Title	Form Number	Version	Department
dōTERRA Raw Material Routing Guide and Vendor Instructions	F348	01	Quality Assurance

Vendor Name: Vendor Name
dōTERRA Item Description:
Material Name
dōTERRA Material SKU:
12345678
dōTERRA ARC # 1120101
Vendor Lot # 1120101
Manufacture Date: 01-15-14
Expiration Date: 01-2016
PO # 4500000000
Quantity: Gross, Tare,
and Net Weight

Figure 2.6 – Label Placement (sample) on Tote

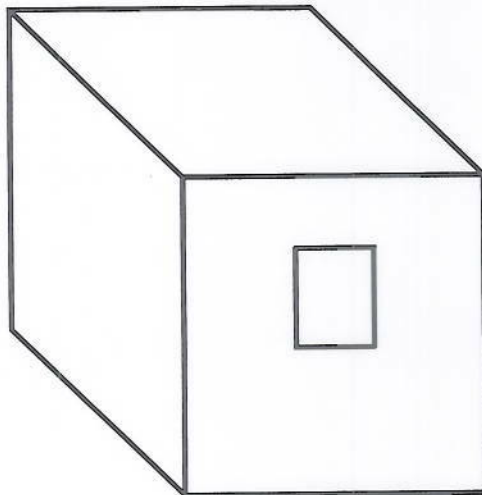
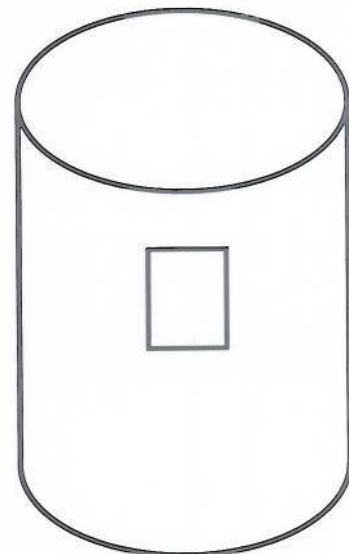


Figure 2.7 – Label Placement (sample) on Barrel



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3. PACKING SLIPS

- 3.1. **Physical Copies:** All deliveries must be accompanied by a physical copy of a *Packing Slip (see 3.4), Certificate of Analysis, Safety Data Sheet, and AWB or Bill of Lading* placed inside a plastic sleeve and attached to the last pallet loaded on the truck in a conspicuous location and clearly identified as a packing slip. Note that LTL shipments will be transferred between trailers and as such the last pallet loaded may not be the first one visible upon delivery. The shipper is responsible to make the attached packing slip conspicuous enough such that the receiver can locate the packing slip with reasonable effort during unloading, regardless of pallet position.
- 3.2. **Electronic Copy:** Advanced Ship Notification (ASN) - An electronic copy of the shipping documents including: *Packing Slip, Invoice, Certificate of Analysis, Safety Data Sheet, AWB/Bill of Lading* and any other applicable documents must be sent to logisticsimport@doterra.com, DTPGReceiving@doterra.com and QA@doterra.com and uploaded **through vendor portal** prior to shipment. Acceptable electronic packing slip formats include PDF, .XLSX, .XLS, .DOC, .DOCX, .CSV, & .TXT (photos of packing slips are not acceptable formats as they are often difficult to read).
- 3.3. Failure to provide required documents may result in delay in processing and payment.
- 3.4. The packing slip must contain the following data:
 - 3.4.1. Vendor Company Name
 - 3.4.2. dōTERRA Item Description
 - 3.4.3. dōTERRA Material Item Code (SKU)
 - 3.4.4. dōTERRA ARC Number (found on PO)
 - 3.4.5. Vendor Lot Number
 - 3.4.6. Manufacture Date
 - 3.4.7. Expiration Date (if applicable)
 - 3.4.8. dōTERRA's Purchase Order Number
 - 3.4.9. Quantity (Tare and Net Weight)
- 3.5. A template is included in Appendix A if needed, but an existing Vendor system report is also acceptable given that it contains all the required information.

4. PACKAGING

- 4.1. Packaging must be non-reactive, non-absorptive and must not pose a risk of contamination to the material inside. HDPE or Stainless Steel Drums or Containers are the preferred containers.
- 4.2. If drum liners are used, liners must remain intact and must not be breached throughout transportation.
- 4.3. Ensure all drums and containers are properly sealed including the use of tamper evidence.

Document Title dōTERRA Raw Material Routing Guide and Vendor Instructions	Form Number F348	Version 01	Department Quality Assurance
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3. PACKING SLIPS

- 3.1. **Physical Copies:** All deliveries must be accompanied by a physical copy of a *Packing Slip* (see 3.4), *Certificate of Analysis*, *Safety Data Sheet*, and *AWB or Bill of Lading* placed inside a plastic sleeve and attached to the last pallet loaded on the truck in a conspicuous location and clearly identified as a packing slip. Note that LTL shipments will be transferred between trailers and as such the last pallet loaded may not be the first one visible upon delivery. The shipper is responsible to make the attached packing slip conspicuous enough such that the receiver can locate the packing slip with reasonable effort during unloading, regardless of pallet position.
- 3.2. **Electronic Copy:** Advanced Ship Notification (ASN) - An electronic copy of the shipping documents including: *Packing Slip*, *Invoice*, *Certificate of Analysis*, *Safety Data Sheet*, *AWB/Bill of Lading* and any other applicable documents must be sent to logisticsimport@doterra.com, DTPGReceiving@doterra.com and QA@doterra.com and uploaded **through vendor portal** prior to shipment. Acceptable electronic packing slip formats include PDF, .XLSX, .XLS, .DOC, .DOCX, .CSV, & .TXT (photos of packing slips are not acceptable formats as they are often difficult to read).
- 3.3. Failure to provide required documents may result in delay in processing and payment.
- 3.4. The packing slip must contain the following data:
 - 3.4.1. Vendor Company Name
 - 3.4.2. dōTERRA Item Description
 - 3.4.3. dōTERRA Material Item Code (SKU)
 - 3.4.4. dōTERRA ARC Number (found on PO)
 - 3.4.5. Vendor Lot Number
 - 3.4.6. Manufacture Date
 - 3.4.7. Expiration Date (if applicable)
 - 3.4.8. dōTERRA's Purchase Order Number
 - 3.4.9. Quantity (Tare and Net Weight)
- 3.5. A template is included in Appendix A if needed, but an existing Vendor system report is also acceptable given that it contains all the required information.

4. PACKAGING

- 4.1. Packaging must be non-reactive, non-absorptive and must not pose a risk of contamination to the material inside. HDPE or Stainless Steel Drums or Containers are the preferred containers.
- 4.2. If drum liners are used, liners must remain intact and must not be breached throughout transportation.
- 4.3. Ensure all drums and containers are properly sealed including the use of tamper evidence.

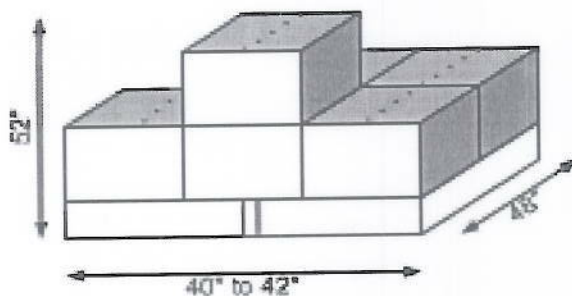
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- 4.4. For shipments organized by the vendor, dōTERRA is not liable for goods that are damaged before they arrive in our facility. Every attempt will be made to provide documentation about any damage that happens prior to reaching our facility.

5. PALLETS

- 5.1. dōTERRA and its partners only accept pallets that are standard **less than 52 inches in height, including the pallet**. Pallets must be grade 1 or GMA Standard or better. Pallets used must be in good condition. Broken boards, protruding nails, etc. are not acceptable.
- 5.2. A pallet label/tag must be placed on both ends of the pallet containing the following information:
- 5.2.1. Vendor Name
 - 5.2.2. dōTERRA Item Description
 - 5.2.3. dōTERRA Material Item Number (SKU)
 - 5.2.4. dōTERRA ARC # (found on PO)
 - 5.2.5. Vendor Lot # (where applicable)
 - 5.2.6. Manufacture Date
 - 5.2.7. Expiration Date (where applicable)
 - 5.2.8. dōTERRA's Purchase Order Number
 - 5.2.9. Quantity of Cases
 - 5.2.10. Quantity (Tare and Net Weight) per Case
 - 5.2.11. Total Unit Quantity on Pallet
 - 5.2.12. Pallet 1 of ____
- 5.3. Containers should not extend over the standard 40"X48" pallet footprint.
- 5.4. Pallets must not weigh more than 2205lbs pounds and may not be double stacked

Figure 5.5 - Pallet Dimensions



[Handwritten signature]

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6. PENALTIES & CHARGEBACKS

- 6.1. This guide outlines the requirements of shipments sent to dōTERRA and its partners. Deviations from these requirements increase costs and potential for errors when processing orders and receiving shipments.
- 6.2. Failure to comply with any requirements herein will be subject to chargeback for efficiency loss and any other fees resulting from the deviation from this routing guide, see form F381 Chargeback Schedule.
- 6.3. dōTERRA reserves the right to place any vendor with repeating non-compliance issues or unpaid chargebacks on probation or revoke their status as a qualified dōTERRA vendor.



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Appendix A – Packing List

[Vendor Name]

Packing Slip

Address Street, City, State, Zip, Telephone

Date: MM/DD/YY

PO#:

Ship To: [Company] [Street] [City, State, Zip]	Contact: [Name] [Phone, Ext.] [email]
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Shipment Contents:

SKU/ Item #	Description	dōTERRA ARC #	Vendor Lot #	Mfg. Date	Tare Wt.	Net Wt.	Gross Wt.	Total Qty

Notes: Expiration Date:	dōTERRA Contact:
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Document Title Receipt of Updated Documents	Form Number F371	Version 01	Department Quality Assurance
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The responsible supplier quality person(s) acknowledge receipt of the following document(s):

DOCUMENT DESCRIPTION	DOCUMENT #	REVISION #	RELEASE DATE
Description of Change:			

DOCUMENT DESCRIPTION	DOCUMENT #	REVISION #	RELEASE DATE
Description of Change:			

DOCUMENT DESCRIPTION	DOCUMENT #	REVISION #	RELEASE DATE
Description of Change:			

MANUFACTURER	TITLE	SIGNATURE	DATE

dōTERRA Quality Assurance	RECEIPT DATE



Document Title Requirements for Certificate of Analysis for Raw Materials	Form Number F372	Version 01	Department Quality Assurance
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I. RESPONSIBILITIES:

- A. It is the responsibility of all Raw Material Suppliers to provide a CoA for each lot of product delivered for dōTERRA.
- B. Suppliers will send a physical copy of the CoA with each shipment of product, and also make available an electronic copy of each CoA.

II. REQUIREMENTS:

- A. Each CoA must include the following information:
 - i. Name of Product
 - ii. Country
 - iii. Plant part
 - iv. Extraction Method/Distillation Type
 - v. Supplier item number/product code
 - vi. Supplier formula number for product
 - vii. Supplier lot number, in format outlined in the product specification sheet.
 - viii. dōTERRA SKU Number (from purchase order)
 - ix. A.R.C. number (if provided by dōTERRA)
 - x. Date of Manufacture
 - xi. Shelf life/Expiration Date
 - xii. List of tests to be performed
 1. Physical Tests such as Appearance, Aroma, Color, Optical Rotation, Specific Gravity (Relative Density), Refractive Index
 2. Identity Testing
 3. Chemical Composition
 4. Contaminants
 - xiii. Method of testing used
 - xiv. Specification range of each test, as outlined in the product specification sheet.
 - xv. Results of tests
- B. Each CoA must be on the supplier's letterhead and include a signature of person reviewing document and signature of approval/product disposition (release, reject etc.) from the company's Director of Quality Assurance or equivalent quality authority
- C. A hard copy of each CoA must accompany the shipment of product and additionally emailed to qa@doterra.com

End of Document
