

HERBALIFE



“With self-discipline most anything is possible.”

Theodore Roosevelt
26th President
of the United States

FUN

SIMPLE

MASSIVE

UNDERSTAND

PLAN

BUILD

SALES & MARKETING PLAN.....	3
ORDERING PROCEDURES	24
SAMPLE FORMS	36
U.S. RULES OF CONDUCT AND DISTRIBUTOR POLICIES	54

U.S. SUPPLEMENTAL RULES OF CONDUCT:	
CERTAIN WAYS OF DOING THE BUSINESS.....	89
ENFORCEMENT PROCEDURES.....	122
PRIVACY AND DATA PROTECTION.....	124



HERBALIFE®

4

Sales & Marketing Plan and Business Rules

Overview

Herbalife's Marketing Plan offers you unique opportunities which can lead to higher levels of success and to great achievement. The plan was developed for Distributors by Herbalife's first Distributor and founder, Mark Hughes. The result is arguably the best Marketing Plan in the industry. Herbalife's Marketing Plan pays out up to 73% of product revenues to Distributors in the form of Retail and Wholesale Profits, Royalty and bonus income and incentives. This tested, proven business plan is designed to maximize rewards for effort and provide substantial and ongoing income.

The Herbalife opportunity and the Marketing Plan are identical for every Distributor. Each Distributor's success is dependent on two primary factors:

- The time, effort and commitment a Distributor puts into their Herbalife business and
- The product sales made by a Distributor and their downline organization.

These two factors raise the importance of a Distributor's responsibility to train, support and motivate their downline organization.

The following pages describe the different levels of Herbalife's Sales & Marketing Plan. Each level has specific qualifications and associated benefits to reward Distributors for their efforts and enhance their success.

Becoming a Distributor – The Important First Step

The only required purchase in order to become an Herbalife Independent Distributor is the Herbalife Mini IBP (the smaller version of our official Distributor Kit). The Mini IBP (as well as the larger version) contains the Application for International Distributorship, which you must complete and submit in order to receive an Herbalife Identification Number and purchase products.

Registration

You officially become an Herbalife Distributor when your properly completed Application has been processed and accepted by the Herbalife World Operations Home Office. This process takes only a few days, but in the meantime, you are entitled to buy Herbalife® products from or through your Sponsor, first upline Fully Qualified Supervisor or the Herbalife Sales Order Department at the applicable discount. Once your Application has been accepted, your contract with Herbalife becomes effective immediately, giving you all the rights, responsibilities and privileges of a Distributor.

Income Opportunities

The Herbalife Marketing Plan provides many opportunities to earn income and other rewards.

Immediate Retail Profit

25% to 50%

The profit from direct sales to customers.

Daily Wholesale Profit

Up to 25%

The difference between what you pay for products and what Distributors in your personal organization pay for products.

Monthly Royalty Override Income

Up to 5% on three levels of downline

As a Supervisor, you earn up to 5% on the Personal Volume of all of your Supervisors, three active levels of downline.

Monthly Production Bonuses

TAB Team members can earn an extra 2% to 7% Organizational Production Bonus.

Annual Bonuses

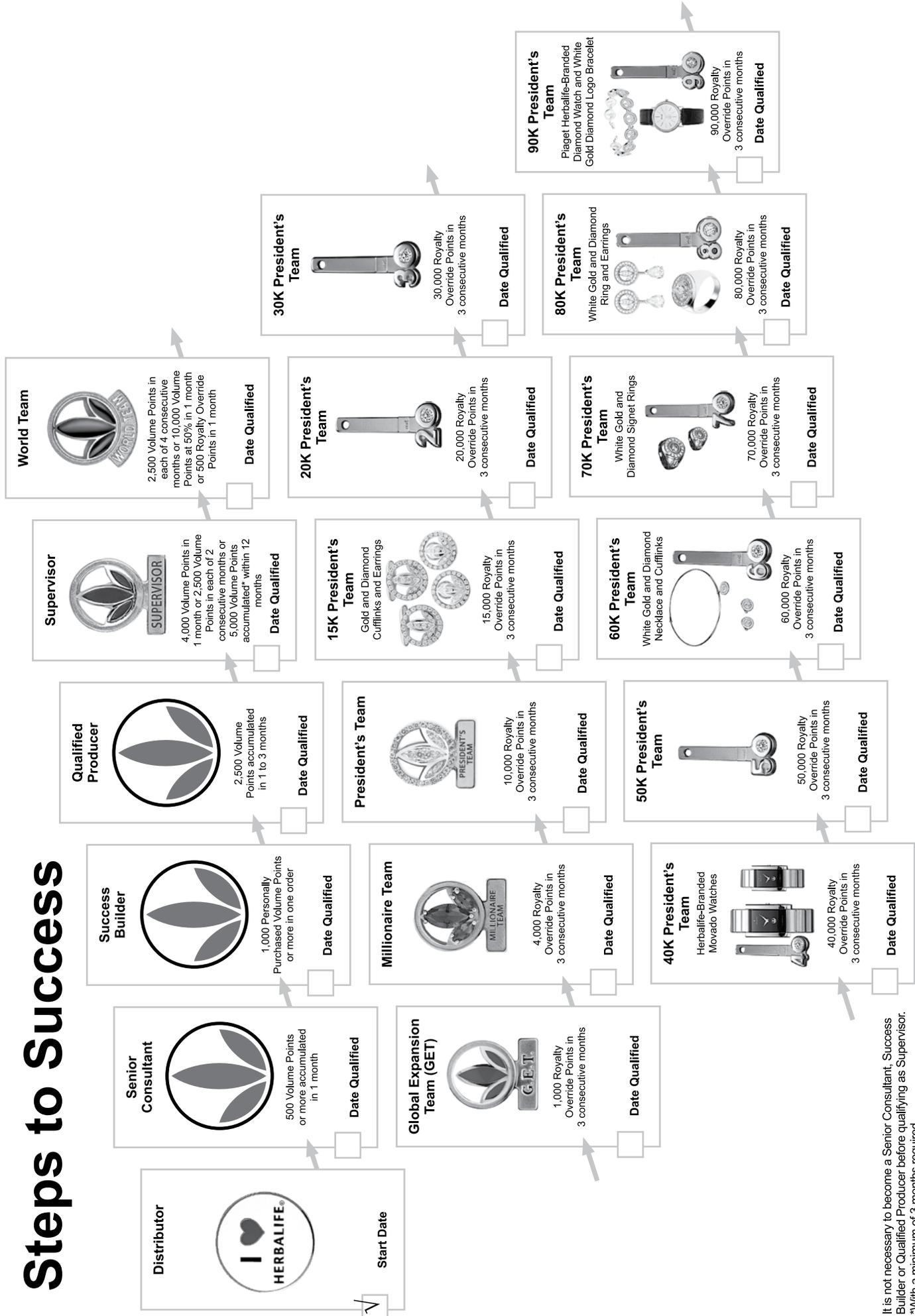
A bonus to Top Achievers in recognition of outstanding performance.

Qualify for Special Vacations and Training Events

Distributors who qualify are rewarded for consistent performance and efforts in building their business.

Plus other special promotions and bonuses throughout the year.

Steps to Success



It is not necessary to become a Senior Consultant, Success Builder or Qualified Producer before qualifying as Supervisor. *With a minimum of 3 months required.

President's Team Plus Awards and Recognition

1 Diamond



Executive President's Team

1 first line, Fully Qualified President's Team member in any line of your organization

Date Qualified

2 Diamond



Senior Executive President's Team

2 first line, Fully Qualified President's Team members in 2 separate lines of your downtime organization

Date Qualified

3 Diamond



International Executive President's Team

3 first line, Fully Qualified President's Team members in 3 separate lines of your downtime organization

Date Qualified

4 Diamond



Chief Executive President's Team

4 first line, Fully Qualified President's Team members in 4 separate lines of your downtime organization

Date Qualified

5 Diamond



Chairman's Club

5 first line, Fully Qualified President's Team members in 5 separate lines of your downtime organization

Date Qualified

10 Diamond



Founder's Circle

10 first line, Fully Qualified President's Team members in 10 separate lines of your downtime organization

Date Qualified

Cartier "Tank" Watch



250,000 Royalty Override Points

Date Qualified

Marquis Diamond Ring



500,000 Royalty Override Points

Date Qualified

Gold and Diamond Watch



750,000 Royalty Override Points

Date Qualified

Diamond Watch



1 Million Royalty Override Points

Date Qualified

1 Million Lifetime Achievement Award



1 Million Volume Points

Date Qualified

2 Million Lifetime Achievement Award



2 Million Volume Points

Date Qualified

3 Million Lifetime Achievement Award



3 Million Volume Points

Date Qualified



Additional Recognition

UNDERSTANDING VOLUME

Throughout this manual, we use the term volume extensively. Volume is a key element in the Marketing Plan and is the basis for qualifying and working your way to higher levels.

Each Herbalife® product has a Volume Point value assigned to it that is equal in all countries (see order forms and price lists for exact information). Official Herbalife Distributor Kits (IBPs), literature items and sales tools do not count as volume. As you order products, you accumulate credit for the amount of Volume Points that are applicable to the products ordered. These accumulated Volume Points become your sales production and are used for purposes of qualifications and benefits.

Volume is credited to you in various ways depending on who purchased the volume, their status and discount, your own status as a Distributor and other factors of the Herbalife Sales & Marketing Plan. Volume is calculated on the accumulated Volume Point value of products ordered in a Volume Month.

Explanation of Sales Volume Month

Definition of Volume Month

Sales Volume is credited to and accumulated by a Supervisor on a Volume Month basis. The Volume Month begins on the first business day of the month and ends on the last business day of the month. If the last day is Sunday, the Volume Month will be extended to Monday. Likewise, if the last day of the month is considered a holiday, the month may be extended to the first business day after the holiday. Herbalife reserves the right to modify the Volume Month as it deems appropriate.

Determination of Volume Month

Sales Volume is credited to the Volume Month in which the order is both placed and full payment is received by Herbalife, except for orders that meet the rules and conditions that apply to Add-On Sales Volume.

Under no circumstances can volume be placed for a prior order month, with the exception of a Matching Volume order.

Add-On Sales Volume

All of the following conditions must be met for an order to be accepted as Add-On Sales volume:

1. Order must be placed no later than the designated last order day of a Volume Month, plus
2. Full payment must be made, or initiated, by the same last order day of the month. If payment is mailed, then the postmark must be stamped the designated last day. If the payment is a wire transfer, direct deposit or other bank transaction, a receipt must be supplied to verify the transaction date was on, or prior to, the last designated order day of the month, plus

3. Full payment must be received by Herbalife no later than the 5th day of the following month. If the 5th of the month falls on a Sunday or a holiday, then the payment must be received by the 4th of the following month.

If for any reason, a payment is not approved for acceptance, such as with a credit card, personal check or APS, then the order will be canceled and the Volume will not be applied unless another order was placed and paid within the time periods indicated.

There are a number of ways volume is credited in the Herbalife Marketing Plan. The following definitions and examples illustrate these:

Personally Purchased Volume

Personally Purchased Volume is the volume on orders purchased directly from Herbalife using your Herbalife Identification Number.

Downline Volume

As a non-Supervisor, Downline Volume is based on volume which is placed by your downline Distributors directly from Herbalife who are ordering between 25% to 42% discount.

*For Fully Qualified Supervisors, Downline Volume is credited as Personal Volume or Group Volume.

Downline Volume Example

	Purchases/ Discount %	=	Downline Volume
A Supervisor	2,500 Volume Points @ 50% Discount	=	*
B Distributor	500 Volume Points @ 35% Discount	=	900 Volume Points (C & D's Volume)
C Distributor	500 Volume Points @ 35% Discount	=	400 Volume Points (D's Volume)
D Distributor	400 Volume Points @ 25% Discount	=	0

Personal Volume

As a Fully Qualified Supervisor, Personal Volume is the volume purchased using your Herbalife Identification Number, as well as the volume purchased by your non-Supervisor downline, down to your first Fully Qualified Supervisor.

Non-Supervisor Distributors may purchase only from their Sponsor, first upline Supervisor (only if their Sponsor is not a Fully Qualified Supervisor) or directly from Herbalife.

Therefore, if you are a Fully Qualified Supervisor, all of your own orders purchased at 50% – as well as all orders purchased by your downline Distributors, Senior Consultants, Success Builders and Qualified Producers at 25% to 42% discount – count as your Personal Volume.

Personal Volume Example

	Purchases/ Discount %	Personal Volume
A Supervisor	1,500 Personal Volume Points + B, C & D's Volume	= 3,500 Personal Volume
B Distributor	1,400 Volume Points + C & D's Volume @ 42% Discount	= 2,000 Personal Volume
C Distributor	200 Volume Points + D's Volume @ 35% Discount	= 600 Personal Volume
D Distributor	400 Volume Points @ 25% Discount	= 400 Personal Volume

Group Volume

Group Volume is the volume on orders purchased at a temporary 50% discount by Qualifying Supervisor(s) in their qualifying month.

This Temporary 50% Volume is accumulated as Personal Volume for the Qualifying Supervisor who purchased it, but is Group Volume for the Fully Qualified Supervisor. The Fully Qualified Supervisor may earn Royalty Overrides on their Group Volume if all other Royalty Override requirements are met. (Refer to the "Qualifying as a Supervisor" and "Temporary 50%" sections of this book for complete details.)

Group Volume Example

	Purchases/ Discount %	Personal Volume
A Supervisor	2,500 Volume Points + B & C's Volume	6,500 Personal Volume + 1,000 Group Volume 7,500 Total Volume
B Distributor	1,000 Volume Points @ Temporary 50% Discount + C's Volume	= 5,000 Personal Volume
C Distributor	4,000 Volume Points @ 42% Discount	= 4,000 Personal Volume

Total Volume

Total Volume is the combined total of a Supervisor's Personal Volume plus Group Volume. (See "Group Volume Example" for Supervisor A's Total Volume.) Total Volume is the factor on which some qualifications are based.

Organizational Volume

Organizational Volume is the accumulated Volume amount on which a Supervisor earns Royalty Overrides. (See the "Organizational Volume Example" on the following page.)

Encumbered and Unencumbered Volume

Encumbered Volume

Encumbered Volume is all volume produced by any Distributor qualifying for Supervisor in your personal organization.

Unencumbered Volume

Unencumbered Volume is all volume produced by anyone in your personal organization, down to the first qualified Supervisor, who achieves less than 2,500 Volume Points in one Volume Month, plus all your own Personal Volume. Therefore, this is volume that is not used by anyone for Supervisor qualification purposes.

The example on the following page illustrates the use of Encumbered and Unencumbered Volume for each of the Distributors.

Matching Volume

Matching Volume is the volume a sponsoring Supervisor must have through personal orders, or by Distributors in their personal organization in a given month, to equal or exceed the volume achieved by their downline Distributor(s) who are qualifying for Supervisor.

Matching Volume is how Herbalife verifies and validates the qualification of new Supervisors. Whenever a Supervisor sponsors a Distributor to the Supervisor position, the sponsoring Supervisor's Total Volume must be at least the same as the Total Volume of their downline Distributor(s) qualifying within that same month. Without adequate Matching Volume, the new Supervisor will go to the next upline Supervisor.

The Matching Volume example on the following page illustrates the amount of Personal Volume and Total Volume that must be achieved by the sponsoring Supervisor for the downline Distributors who are qualifying for Supervisor. In this example, "A" (the sponsoring Supervisor) must have at least 4,000 Personal Volume Points and at least 1,000 Group Volume Points in the month that "B" and "C" are qualifying for Supervisor, in order to confirm the volume they report on their Supervisor Qualification Form. This volume obligation for the Supervisor is considered to be their Matching Volume requirement.

DISTRIBUTOR BENEFITS

Organizational Volume Example

A Supervisor	2,500 Volume Points		
1st Level Supervisor	10,000 Total Volume Points	}	30,000 Organizational Volume
2nd Level Supervisor	10,000 Total Volume Points		
3rd Level Supervisor	10,000 Personal Volume Points		

Encumbered and Unencumbered Volume

A Supervisor	2,500 Total Volume Points + B & C's Volume	=	2,500 Unencumbered 5,000 Encumbered to A
B Distributor Qualifying Supervisor	1,000 Total Volume Points + C's Volume	=	1,000 Unencumbered 4,000 Encumbered to B
C Distributor Qualifying Supervisor	4,000 Total Volume Points	=	4,000 Unencumbered to C

Matching Volume Example

	Matching Volume Requirement for Supervisor "A"		
A Sponsoring Supervisor	4,000 Personal Volume + 1,000 Group Volume = 5,000 Total Volume		
B Qualifying Supervisor	1,000 Volume Points @ Temporary 50% Discount	=	1,000 Group Volume for "A"
C Qualifying Supervisor	4,000 Volume Points @ 42% Discount	=	4,000 Personal Volume for "A"

Retail Profit

As a Distributor, you may purchase Herbalife products at a wholesale discount of 25% to 50%. As your volume increases, this discount will increase up to a maximum of 50% when you qualify as a Supervisor. You earn an immediate Retail Profit of 25% to 50% when you sell these products to customers, depending on volume. The difference between the discounted product price paid by you and the retail price paid by your customer is your Retail Profit. (See the "Retail Profit Example.")

Retail Profit Example

Full Retail	Cost (at 25% discount)	Profit
\$100	\$75	\$25

Wholesale Profit (Commissions)

In addition to Retail Profit, as an Herbalife Distributor, you can also earn Wholesale Profit on products purchased by your Distributors. Your Wholesale Profit, also called Commissions, is the difference between the discounted price you pay for products and the discounted price paid by your Distributors.

If you sell products directly to your Distributors, you can earn up to 25% Wholesale Profit immediately. If your Distributors purchase their product directly from Herbalife, then Herbalife pays the difference in discount percentage to the Qualified Producer and/or Fully Qualified Supervisor on the order during the monthly Royalty Override process. These payments are called Commissions and are Wholesale Profit. (See the "Wholesale Profit [Commissions] Example" below.)

Wholesale Profit (Commissions) Example

Retail	Your Cost (at 50%)	Your Distributor's Cost (at 25%)	Your Profit
\$100	\$50	\$75	\$25

Split Commission Example

Total Retail	Discount Level	Your Distributor's Cost	Spilt Commissions	
			To the Qualified Producer (QP)	To the Supervisor
\$100	25%	\$75	\$17	\$8
\$100	25%	\$75	N/A (no QP)	\$25
\$100	35%	\$65	\$7	\$8
\$100	35%	\$65	N/A (no QP)	\$15

Senior Consultant

Improve Your Profits With the Distributor Discount Scale

As you and your non-Supervisor Downline Distributors sell more Herbalife products, your Total Volume increases and you may reach the next level of Senior Consultant. As such, you become entitled to buy products at a 35% or 42% discount off the retail price, giving you a greater profit margin.

Distributor Discount Scale

Distributors purchase at a 25% discount for all orders until they become eligible for a higher discount. Thereafter, they begin purchasing on the Distributor Discount Scale each month as indicated below at no less than 35% discount.

The accumulating Volume Points can either come from orders placed by you directly with Herbalife, which are referred to as Personally Purchased Volume, or they can also come from orders your downline Distributors place with Herbalife, which are called Downline Volume. Both types of volume may be used to achieve Senior Consultant Level at 35% or 42% discount.

Distributor Level	Monthly Volume	Discount	Eligibility
Distributor	0-499 Volume Points	25%	Until you become eligible for a higher discount.
Senior Consultant	Achieve 500 Volume Points	35%	All orders will be placed at 35% discount until you become eligible for a higher discount.
Senior Consultant	Achieve 2,000 Volume Points	42%	Once you have achieved 2,000 Volume Points, you are eligible to place this order and all orders for the remainder of the Volume Month at a 42% discount.
Success Builder	Minimum 1,000 Volume Points (One Order)	42%	This order entitles you to a 42% discount on this order and all orders for the remainder of the Volume Month.

Distributor Level	Monthly Volume	Discount	Eligibility
Qualified Producer	Achieve 2,500 Personally Purchased Volume (PPV) in 1-3 months	42%	As a Qualified Producer you are entitled to a 42% discount on every order. (Must requalify annually) Volume can be achieved with all PPV or utilizing up to 1,000 Downline Volume Points, with the remaining 1,500 as Personally Purchased Volume.
Qualifying Supervisor	Achieve 4,000 Volume Points	Temporary 50%	Once 4,000 Volume Points are achieved in one Volume Month, additional orders are purchased at a Temporary 50% discount.
Supervisor	3 ways to qualify: See "Qualifying as a Supervisor" in this section of the Career Book for details	50%	As a Supervisor, you are entitled to a 50% discount on every order. (Must requalify annually.)

Note:

All of your Personal Sales Volume, plus your Distributors' Sales Volume, count as your Total Volume. Once you are on the Distributor Discount Scale, your discount will never be less than 35% for as long as you remain an active Distributor. The more you sell, the greater your profit potential. Remember that each Volume Month you begin again at 35% and can work your way up the scale – up to 42% discount.

You may also earn Wholesale Profits on sales to your downline Distributors. For example: One of your Distributors places an order with you. Your discount is 35%, and your Distributor's is 25%. You earn 10% Wholesale Profit on your downline Distributor's order.

Herbalife Advantage Program

Activate your HAP order and immediately enjoy a 35% to 50% discount

The Herbalife Advantage Program (HAP) is open to all Distributors. HAP is a monthly automatic shipment program that provides Herbalife Distributors the following added benefits:

- 35% to 50% Discount - You'll save on the products you use most while you enjoy all the benefits of being a HAP member.
- Minimum Order - Your HAP order must be a minimum of 100 to a maximum of 1,000 Volume Points of products per month. Additional wholesale product purchases can be made at any time according to the Distributor Discount Scale.
- No Activation Fee - There is no activation fee to gain automatic service, regular communications or any of the other benefits associated with being a HAP Distributor.
- Sales Tax Savings - Since your HAP order is a personal use order and not intended for resale, you benefit from a sales tax savings.

- **Placing Your Monthly HAP Order** - Determine the products you use most or wish to sample from the Herbalife product line and place your personal automatic monthly HAP order over the phone with the Herbalife Advantage Program Department at 866-866-4744, or mail your completed HAP order form. Your monthly HAP order will be sent to you four business days after your monthly deadline.
- **Changing Your Monthly Order** - You have a choice of two HAP deadlines: the 11th or the 18th of each month. You may change your monthly order at any time during the month – from the day after your deadline, up to and including your deadline day.

Success Builder

As an Herbalife Distributor, you have an opportunity to place a single order of 1,000 Volume Points purchased at a 42% discount. This qualifies you to become a Success Builder. As a Success Builder, you will be able to order at a 42% discount for the remainder of the Volume Month. If you place your Success Builder order directly with Herbalife, you are automatically updated to this prestigious position.

As a Success Builder, you will:

- Receive a 42% discount on your Success Builder Order
- Receive a 42% discount on additional purchases in the same Volume Month

Qualified Producer

As an Herbalife Distributor, you have the opportunity to place your orders directly with Herbalife and accumulate personally purchased volume that counts towards your Qualified Producer status. When you achieve 2,500 personally purchased volume points within 1 to 3 months, you will become a Qualified Producer. **You can also reach this status by utilizing up to 1,000 Downline Volume Points, with the remaining 1,500 as Personally Purchased Volume.**

You are automatically updated to this prestigious position on the 1st of the month following the month your qualification volume was achieved.

You will be able to maintain your 42% discount as long as you retain your Qualified Producer status.

A Qualified Producer is eligible to:

- Earn a 42% Retail Profit
- Earn up to 17% Wholesale Profit (Commissions) on purchases made by downline Distributors at 25% or 35%.

Requalification:

All Qualified Producers must requalify their status annually between February 1 and January 31 to maintain their rights and privileges. The requalification requirements are the same as the Qualified Producer requirements.

In addition to requalifying their Qualified Producer status, a Qualified Producer must assure their Annual Processing Fee is current and paid.

Failure to requalify each year by January 31, will cause a Qualified Producer to be demoted to Senior Consultant (35% discount level) and lose all of their Qualified Producer privileges.

Supervisor

As an Herbalife Supervisor you will earn the highest discount of 50%, plus Retail and Wholesale Profit, and become eligible to earn Royalty Overrides (R.O.).

A Fully Qualified Supervisor is eligible to:

- Earn a 50% Retail Profit
- Earn up to 25% Wholesale Profit
- Earn an R.O. of 1% to 5% on their first-level Supervisor
- Earn an R.O. of 1% to 5% on their second-level Supervisor
- Earn an R.O. of 1% to 5% on their third-level Supervisor
- Attend special workshops and training sessions
- Qualify for special Supervisor recognition



Qualifying as a Supervisor

There are three ways to qualify as a Supervisor:

- **One-Month Qualification:** Achieve 4,000 Volume Points in one Volume Month (with a minimum 1,000 of those 4,000 Volume Points Unencumbered).
- **Two-Month Qualification:** Achieve 2,500 Volume Points for two consecutive months (with a minimum of 1,000 of those 2,500 Volume Points Unencumbered for each month).
- **Accumulated Qualification:** Achieve 5,000 Personally Purchased Volume Points within 12 months (of which a minimum of 3 months is required). Distributors have the opportunity to qualify via this method when purchasing their orders directly with Herbalife. **You can use up to 1,000 Downline Volume Points with the remaining 4,000 as Personally Purchased Volume.**

Supervisor Qualification Form:

If orders are placed directly with Herbalife, a Supervisor Qualification Form is not required. Distributors are promoted to Supervisor on the 1st of the month following the month their qualification volume was achieved.

It is necessary for a Supervisor Qualification Form to be completed and sent to Herbalife for all Distributors who are qualifying for Supervisor. These forms are available in the "Sample Forms" section of this book and from your upline Supervisor. This form must be completed in full with all necessary attachments and submitted on or after the 1st of the month following the qualification, and received by Herbalife no later than the 5th of the month. If a Distributor is completing a two-month Supervisor qualification, then a Supervisor Qualification Form must be completed and sent to Herbalife at the 1st of each month following the month the Qualifying Volume was achieved.

Qualifying Supervisor

Eligibility for Temporary 50% Discount

A Distributor who has completed a one-month Supervisor Qualification of 4,000 Volume Points is considered a **Qualifying Supervisor** until the 1st of the following month, when they become a **Fully Qualified Supervisor**. As a **Qualifying Supervisor**, they are eligible for a temporary 50% discount for the remainder of the Volume Month in which their 4,000 Volume Points were purchased.

All 50% discount orders must be purchased directly from Herbalife. If you have not purchased your qualifying order directly from Herbalife, your Supervisor must contact Herbalife to authorize you to purchase at the temporary 50% discount. The authorization, once approved, will be in effect until the 1st of the following month, at which time you will be entitled to all the privileges of a Fully Qualified Supervisor, assuming all other Supervisor requirements have been met.

Distributors who are qualifying for Supervisor in two consecutive months of 2,500 Volume Points, or accumulative 5,000 personally purchased Volume Points, are not eligible for a temporary 50% discount. They become eligible for a 50% discount on the 1st of the month following completion of their qualification when they are promoted to Fully Qualified Supervisor, providing all other Supervisor requirements have been met.

The upline Supervisor must have adequate Personal Volume credited with Herbalife in that month to qualify the Supervisor.

To assure volume on the order is credited properly, it is imperative that the Order Form be completed correctly. The Temporary 50% Purchaser must assure that their Name and Herbalife ID Number are entered on the Wholesale Product Order Form in

the "Qualifying Supervisor - Temporary 50%" space to assure proper crediting of Volume. The name and Herbalife ID Number of the first upline "Fully Qualified Supervisor" who is authorizing the 50% discount must also be entered in the "Fully Qualified Supervisor" space. Adjustments to the order after the order is placed are not permitted. Volume purchased at Temporary 50% is considered Group Volume for the Fully Qualified Supervisor.

Definition of Matching Volume

The definition of Matching Volume is the Total Volume a sponsoring Supervisor must achieve in any given Volume Month when their downline Distributor(s) are qualifying as Supervisor.

Whenever a Fully Qualified Supervisor sponsors a Distributor(s) to the Supervisor position, the sponsoring Supervisor's Total Volume must be at least the same amount as the Distributor's Volume within that same Volume Month. Supervisors are not permitted to qualify Distributors as Supervisors using Volume purchased in a prior Volume Month, unless an equal amount is purchased from Herbalife in the current month to replace it.

Matching Volume for Supervisor Qualification

The sponsoring Supervisor must have at least 4,000 Personal Volume Points for each of their downline organizations that are qualifying for Supervisor using a one-month qualification. The sponsoring Supervisor must have at least 2,500 Personal Volume Points each month for each of their downline organizations who is qualifying for Supervisor with a qualification of two consecutive months.

The sponsoring Supervisor, however, must have enough Total Volume to match all orders submitted by their downline Distributors who are qualifying for Supervisor.

For example, suppose a Supervisor sponsors a Distributor who qualifies for Supervisor in September with 4,000 Total Volume Points. If the orders to qualify are purchased directly from Herbalife, either at 42% by the Distributor or directly by the Supervisor, the volume will be automatically matched. If the orders are purchased directly from the Supervisor, the Supervisor must ensure that an equal amount of volume is purchased from Herbalife during the qualifying month in order to match volume.

Failure to Match Volume

When a Supervisor Qualification Form is received from a Distributor and the first upline Fully Qualified Supervisor does not have enough Total Volume Points for the month the qualifying Supervisor's volume was achieved to confirm the orders submitted by the Distributor to qualify, then the Fully Qualified Supervisor is "short" Matching Volume. Herbalife will notify the Supervisor that they must place a Matching Volume Order for the amount they are short. The Order

Department will be authorized to accept the Matching Volume Order for the appropriate month.

To place this volume, the order must be clearly identified as "Matching Volume Order for Month of _____."

Matching Volume Order

To receive proper credit for this volume, the order must be clearly identified as Matching Volume Order for the appropriate month and year, with full payment included. The order may not be combined with other volume. A Matching Volume Order can only be accepted by Herbalife if the Company has identified a Matching Volume problem and notified the Supervisor accordingly, and has authorized the Order Department to accept the order. This order will be applied to the Volume Month specified. Matching Volume Orders placed after the Volume Month in question do not count for Royalty Point qualifications for TAB Team Production Bonuses or other earnings for the Supervisor. However, appropriate adjustments will be made on the order to the upline Royalty and Production Bonus receiving Supervisors of the sponsoring Supervisor.

Matching Volume Permanent Penalty

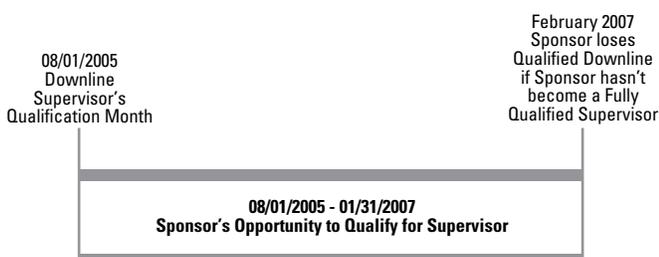
The Supervisor must place the Matching Volume Order once they have received notification to do so from Herbalife to avoid a penalty. If the Supervisor who is short volume, fails to place an order to Match Volume, a Matching Volume Penalty will be assessed. The penalty is that the Supervisor will permanently lose a Supervisor who qualified the month in question and that Supervisor's downline.

Failure to Qualify as a Supervisor

If a Distributor's sponsored downline becomes a Fully Qualified Supervisor before the Distributor does, the Distributor will have one year from the date of the downline's qualification to also become a Fully Qualified Supervisor (applied at the end of the Supervisor's first requalification year).

If the Distributor does not become a Fully Qualified Supervisor within the one year following their downline's Supervisor qualification, the Distributor will permanently lose that downline to their first upline Supervisor.

Example:



Requalification

All Supervisors must requalify their status annually between February 1 and January 31 to maintain their rights and privileges. The requalification requirements for this are described below.

- One-Month Qualification: Achieve 4,000 Volume Points in one Volume Month (with a minimum 1,000 of those 4,000 Volume Points unencumbered).
- Two-Month Qualification: Achieve 2,500 Volume Points for two consecutive months (with a minimum of 1,000 of those 2,500 Volume Points unencumbered for each month).
- Twelve-Month Requalification: Accumulate 4,000 Unencumbered Total Volume Points over the 12-month Requalification period.

Or,

Accumulate 10,000 Unencumbered Total Volume Points over the 12-month requalification period.

The computer system will automatically requalify you each year if the volume requirements are met during the qualification period, so there is no need to resubmit an application. As a reminder, you have the advantage of receiving a 50% discount on your requalification volume.

In addition to requalifying their Supervisor status, a Supervisor must assure their Annual Processing Fee is current and paid. Failure to pay the Annual Processing Fee prior to or within 90 days after requalification will result in suspension of qualification, ordering privileges and earnings until the Annual Processing Fee is paid.

Supervisors who do not complete their Supervisor Requalification will lose all rights and privileges of a Supervisor. This includes, but is not limited to, the loss of any lineage that includes a Supervisor. In this case, the entire downline lineage will be moved to the next upline Fully Qualified Supervisor.

Failure to requalify each year by January 31 will cause a Supervisor to be demoted to the position of Senior Consultant, unless they have met the requirements to requalify as a Qualified Producer. To requalify as a Qualified Producer, the Supervisor must achieve 2,500 Personal Volume points within 1 to 3 consecutive Volume months between the requalification period of February 1 and January 31.

Supervisors who accumulate 4,000 unencumbered Volume Points between February 1 and January 31 will retain their Supervisor status and 50% buying privileges. It is important to note that if you requalify using this method, any leg with a Supervisor will be lost to the upline Supervisor.

However, if you accumulate 10,000 unencumbered Volume Points you will be able to retain your downline Supervisors.

As a Supervisor with Fully Qualified or Qualifying Supervisors in your first three downline levels, you may qualify to earn Royalty Overrides of 1% to 5% of your Organizational Volume. Royalty Overrides are paid on the 15th of each month for the prior month's business.

Three Levels of Success

The people you personally sponsor as Herbalife Distributors are known as your First-Level. They may be friends or family or business associates, or even people you have just met. You can personally sponsor as many people as you want in any country in which Herbalife officially operates around the world. When these Distributors in your First-Level sponsor other Distributors themselves, these new Distributors become your second level. When your Second Level, in turn, sponsor others, those they sponsor become the third level in your Herbalife organization.

By training your Distributors and encouraging them to follow your example, you are assisting every member on your team to qualify at the Supervisor level. As a Supervisor with Fully Qualified or Qualifying Supervisors in your first three levels, you may qualify to earn Royalty Overrides between 1% to 5% of your Organizational Volume.

Royalty Override Sliding Scale	
Your Total Volume Points	Royalty Override Earning %
0–499	0%
500–999	1%
1,000–1,499	2%
1,500–1,999	3%
2,000–2,499	4%
2,500 plus	5%

Payment of Royalty Overrides

Your Royalty Override percentage is based on your Total Volume for each month, and if you produce less than 500 Volume Points, then no Royalty Overrides are earned. If you produce 2,500 Volume Points or more, then a full 5% is earned on three active downline levels. The Royalty Override scale above shows the volume requirements that a Supervisor must meet every month to earn Royalty Overrides.

Royalty Overrides are paid as follows:

- The 1% to 5% Royalty Override is paid on the Total Volume of personally sponsored first-level qualified Supervisors.
- The 1% to 5% Royalty Override is paid on the Total Volume of second-level qualified Supervisors (e.g., a Supervisor who has been sponsored in turn by your personally sponsored Supervisor).
- The 1% to 5% Royalty Override is paid on the Personal Volume of third-level Supervisors (e.g., a Supervisor who has been sponsored in turn by a second-level Supervisor).

In the following example, at a full 5%, your Royalty Override is calculated on 30,000 Organizational Volume, which gives you 1,500 Royalty Override Points. Royalty Override Points are used for qualification purposes. As a general matter, earnings are calculated on the retail price of the products in the country from which the product is ordered.* In certain countries, these Royalty Override earnings are converted to your local currency.

Royalty Override Example

YOU	2,500 Volume Points	=	Your Total Royalty Override = 1,500 Royalty Points
First-Level Supervisor	10,000 Volume Points	=	5% = 500 Royalty Points
Second-Level Supervisor	10,000 Volume Points	=	5% = 500 Royalty Points
Third-Level Supervisor	10,000 Volume Points	=	5% = 500 Royalty Points

*In some cases, for reasons which relate to currency, cost and other factors, the base against which earnings are calculated may not be equal to the retail price in the particular country.

Additional Requirements

Supervisors who meet the specified requirements to earn Royalty Overrides must also comply with Herbalife's 10 Retail Customers Rule and the 70% Rule, to earn and receive both Royalty Overrides and Production Bonus. The Supervisor must confirm their adherence to these requirements by submitting the Earnings Certification Form each month. If the Supervisor fails to comply with either of these rules, the Royalty Overrides and Production Bonus will not be paid to the Distributor.

Royalty Override Roll-Up

As a Supervisor, you also have the opportunity to earn Royalty Override Roll-Ups. Royalty Override Roll-Ups are paid to the appropriate qualified upline Supervisor(s) when any downline Royalty Override contributing Supervisor earns less than the maximum 5% payout. This "roll-up" percentage is the difference between the 5% maximum Royalty Override and the actual percentage earned by the downline Royalty contributing Supervisor.

To be eligible for Royalty Override Roll-Ups, a Supervisor must be at the maximum 5% earning level, based on the Royalty Override Sliding Scale. A Supervisor may not earn more than 5% Royalty Override on any volume.

Royalty Override Roll-Up Example

YOU	2,500 Total Volume Points 5% Royalty Override	=	Earns 5% Royalty Override on First, Second and Third-Level Supervisors Earns 4% Royalty Override Roll-Up on Fourth-Level Supervisor
First-Level Supervisor	2,500 Total Volume Points 5% Royalty Override	=	Earns 5% Royalty Override on Second, Third and Fourth-Level Supervisors
Second-Level Supervisor	2,500 Total Volume Points 5% Royalty Override	=	Earns 5% Royalty Override on Third and Fourth-Level Supervisors
Third-Level Supervisor	500 Total Volume Points 1% Royalty Override	=	Earns 1% Royalty Override on Fourth-Level Supervisor
Fourth-Level Supervisor	1,000 Total Volume Points No Royalty Override	=	Supervisor does not have downline to earn Royalty Overrides

World Team

Qualifying as a World Team member is an important step in your Herbalife business. You have demonstrated your success by qualifying for this prestigious team. World Team is your launching pad to move on to qualifying for the TAB Team.



To Qualify:

Achieve 10,000 Total Volume Points in one Volume Month after becoming a Qualifying Supervisor or a Fully Qualified Supervisor.

OR As a Fully Qualified or Qualifying Supervisor, achieve 2,500 Total Volume Points, each Volume Month, for four consecutive months.

OR Achieve 500 Royalty Points in one Volume Month.

Providing you have achieved your Supervisor qualification, after achieving the required Volume or Royalty Points listed above, you are promoted to World Team member status on the first of the following month.

You Receive:

- All the benefits of a Supervisor
- A World Team pack, containing a personalized World Team Certificate, World Team pin and Herbalife daily journal

Plus You Become Eligible to:

- Attend special planning and training sessions targeted to accelerate your progress to TAB Team membership.
- Qualify for special Company qualifications.

TAB Team

Successful Supervisors have the opportunity to proceed to the higher scale of the Herbalife Marketing Plan, which is the Top Achievers Business (TAB) Team. Upon meeting initial requirements, Supervisors may obtain TAB Team status. There are three steps within the TAB Team: Global Expansion Team (GET), Millionaire Team and President's Team.

Achieving TAB Team status is a prestigious recognition within Herbalife. TAB Team status indicates that the Supervisor has developed a strong, active downline Supervisor base and has demonstrated a willingness to take a leadership role within Herbalife. Your Form and Acknowledgement to qualify for this status brings with it the responsibility to exclusively promote the Herbalife products and opportunity. You'll receive

additional benefits and earn leadership status. Reaching each new level enables you to participate in advanced training, earn unrivaled Production Bonuses and qualify for exceptional awards and incentives.

TAB Team Production Bonus

As a TAB Team member, you are eligible to receive from a 2% to 7% Production Bonus on your entire downline organization's volume. Production Bonus earnings are paid monthly to all qualified TAB Team members. It is necessary to submit a completed TAB Team Production Bonus Acknowledgement Form and also comply with Herbalife's 10 Retail Customers Rule and the 70% Rule to be eligible for Production Bonus payments. The TAB Team Production Bonus is, in part, a reward for your undivided loyalty. (Please refer to the "Sample Forms" section of this book.) The Application must have been accepted and approved by Herbalife in order to receive payments. This form will be sent to you by Herbalife during your qualification period. (See individual team qualifications for specific Production Bonus qualifications.)

Annual Bonuses

A bonus payment representing a percentage of Herbalife's worldwide sales is distributed annually among Herbalife's President's Team members in recognition of their outstanding performance in advancing sales of Herbalife products. (Refer to "Mark Hughes Bonus Award Rules" distributed to President's Team members, and available online at MyHerbalife.com.)

Vacation and Training Events

Reward, recognition and training are of the utmost importance at Herbalife. Vacation and Training Events (when offered) are both fun and informative and are held in exciting locations around the world. The Vacation and Training Events will teach you how to meet your goals, increase your earning power and build an international business without leaving the comfort of your own home! You'll learn all this while enjoying an exciting, adventurous vacation guaranteed to make an extraordinary impact on your life.

Global Expansion Team (GET)

To Qualify:

Achieve 1,000 Royalty Points each month for three consecutive months. The first of the following month you are promoted to Global Expansion Team (GET) member.



You Receive:

- A Global Expansion Team plaque and pin
- All the benefits of a Supervisor

Plus You Become Eligible to:

- Earn TAB Team Production Bonus based on your qualification level. (Please refer to the "TAB Team Production Bonus Payout Guidelines" section in this book.) Upon completion of your Qualification, you will receive a detailed communication that further specifies your monthly TAB Team Production Bonus earning requirements.
- Qualify for Vacation and Training Events.
- Participate in special advanced trainings.
- Participate in special conference calls.

Millionaire Team

To Qualify:

Achieve 4,000 Royalty Points each month for three consecutive months. The first of the following month, you are promoted to Millionaire Team member.



You Receive:

- A Millionaire Team plaque and pin
- All the benefits of a Supervisor

Plus You Become Eligible to:

- Earn TAB Team Production Bonus based on your qualification level. (Please refer to the "TAB Team Production Bonus Payout Guidelines" section of this book.) Upon completion of your Qualification, you will receive a detailed communication that further specifies your monthly TAB Team Production Bonus earning requirements.
- Qualify for Vacation and Training Events.
- Develop your teaching skills and assist with worldwide trainings.
- Participate in special conference calls.

President's Team

To Qualify:

- President's Team: Achieve 10,000 Royalty Points in three consecutive months. After a waiting period of three months, earn a 2% to 6% Production Bonus.
- 20K President: Achieve 20,000 Royalty Points in three consecutive months. After a waiting period of three months, earn a 2% to 6.5% Production Bonus.
- 30K President: Achieve 30,000 Royalty Points in three consecutive months. After a waiting period of three months, earn a 2% to 6.75% Production Bonus.
- 50K President: Achieve 50,000 Royalty Points in three consecutive months. After a waiting period of three months, earn a 2% to 7% Production Bonus.



You Receive:

- A prestigious President's Team plaque and pin
- All the benefits of a Supervisor

Plus You Become Eligible to:

- Earn TAB Team Production Bonus based on your qualification level. (Please refer to the "TAB Team Production Bonus Payout Guidelines.") Upon completion of your Qualification, you will receive a detailed communication that further specifies your monthly TAB Team Production Bonus earning requirements.
- Qualify for Vacation and Training Events.
- As a leader, assist with worldwide trainings.
- Participate in special conference calls.

Awards Policies

Herbalife International delivers recognition awards (such as, but not limited to) pins, plaques, and jewelry in a timely manner to Distributors that have achieved such recognition.

In the event an award is not received, the Awards and Recognition Department should be contacted in writing (via email or at the postal address below). The request must be received by Herbalife no later than six (6) months after the qualification date associated with the Award.

Awards Replacement and/or Repair Policy:

Herbalife strives to provide the highest quality awards available. In the event that a Distributor receives an award that is defective or otherwise damaged, the Distributor may return the item(s) for free replacement within (6) months of the original qualification date associated with the award. After this (6) month period, the Distributor may return damaged item(s) to be professionally refurbished or repaired which shall be at Distributor's cost paid through an earning deduction. Any deviations from this policy shall be at the sole and absolute discretion of Herbalife.

Request may be submitted by phone or in writing to:

Local Distributor Relations
P.O. Box 80210
Los Angeles, CA 90080-0210
or
toll-free at 866-866-4744.

President's Team Plus Awards and Recognition



Gold and Diamond Cufflinks and Earrings

To qualify, you must achieve 15,000 Royalty Points for three consecutive months.



One Diamond

Executive President's Team

To achieve this reward, you must have one (1) first-line, Fully Qualified President's Team member in any line of your downline organization.



Two Diamonds

Senior Executive President's Team

To achieve this reward, you must have two (2) first-line, Fully Qualified President's Team members in two separate lines of your downline organization.



Three Diamonds

International Executive President's Team

To achieve this reward, you must have three (3) first-line, Fully Qualified President's Team members in three separate lines of your downline organization.



Four Diamonds

Chief Executive President's Team

To achieve this reward, you must have four (4) first-line, Fully Qualified President's Team members in four separate lines of your downline organization.



Five Diamonds

Chairman's Club

To achieve this reward, you must have five (5) or more first-line, Fully Qualified President's Team members in five or more separate lines of your downline organization.



Ten Diamonds

Founder's Circle

To achieve this reward, you must have 10 or more first-line, Fully Qualified President's Team members in 10 or more separate lines of your downline organization.

Presidential Plus Awards

The Presidential Plus Awards are based on production (January through December Volume). These awards are presented annually at Herbalife's Extravaganza event.



Cartier "Tank" Watch
250,000 Royalty
Override Points



Marquis Diamond Ring
500,000 Royalty
Override Points



Gold and Diamond
Watch 750,000
Royalty Override
Points



Diamond Watch
1,000,000 Royalty
Override Points

STATEMENT OF AVERAGE GROSS COMPENSATION OF U.S. SUPERVISORS

Herbalife offers its Distributors an opportunity to achieve a lifetime of better health through its scientifically advanced weight-management and nutrition products. While many of our Distributors join the Herbalife family simply to enjoy our life-changing products, others want to share their results and take advantage of the many income benefits our business opportunity provides. With Herbalife, you can work part time and earn a supplemental income, or focus solely on your Herbalife Distributorship and increase your financial potential. It's completely up to the individual how much he or she wants to achieve! A Distributor earns profits by buying Herbalife products at wholesale and reselling them at retail. If the Distributor wants to increase his or her involvement in the business and enjoy the possibility of higher levels of income, he or she may sponsor others into the business and develop an organization.

Over 25% of Distributors reach the rank of Supervisor and above ("Leader"), qualifying them for additional compensation, which is paid by Herbalife based upon the sales production of those they have sponsored directly and indirectly. The annual gross compensation paid by Herbalife to all Leaders during 2011 averaged \$2,900. Over 39% of Supervisors are "Active" (defined as those who generated at least 2,500 points of volume in 2011 after becoming Supervisor). The annual gross compensation paid by Herbalife to Active Leaders during 2011 averaged approximately \$7,300.

ACTIVE LEADERS

Earning Level	% of Total Leaders	% of Active Leaders	Average Earnings (USD)
President's Team	0.2%	0.6%	\$ 515,689
Millionaire Team	0.7%	1.7%	\$ 100,195
GET	2.6%	6.5%	\$ 22,766
World Team	2.9%	7.3%	\$ 6,224
Supervisor	33.1%	83.9%	\$ 901
Total	39.4%	100.0%	\$ 7,348

The amounts above do not include the income Distributors can earn from their retail or wholesale income, so the actual compensation can be somewhat higher, depending upon each Distributor's personal-selling efforts.

The figures stated above are not a guarantee nor are they a projection of a typical Distributor's earnings or profits. Like any other independent business, the achievement or failure of a Distributor depends upon his or her skill set, commitment and desire to succeed. At Herbalife, the opportunity to earn more is always available to each and every Distributor.



Qualifications by Team Level

Following is an easy-to-understand graph of qualifications for each team level.

Qualifications	Waiting and Earning Periods		
	Team	Achieve required Royalty Points each month for 3 consecutive months	Waiting Period
Global Expansion Team (GET)	1,000	None	12 months from Fully Qualified/Requalified Date
Millionaire Team (MILL)	4,000	2 months	12 months after waiting period is complete
President's Team (PRES)	10,000	3 months	12 months after waiting period is complete
PRES 20K (20K)	20,000	3 months	12 months after waiting period is complete
PRES 30K (30K)	30,000	3 months	12 months after waiting period is complete
PRES 50K (50K)	50,000	3 months	12 months after waiting period is complete

Production Bonus Earning % Requirements

Once you have qualified and/or requalified for a particular TAB Team earning % level, the following must be achieved in each of the earning months to receive a TAB Team Production Bonus ("PB" on the following table) during your earning period:

Max Earning % Level	Total Volume Points Required	Royalty Points Required for Max 2% TAB Team PB	Royalty Points Required for Max 4% TAB Team PB	Royalty Points Required for Max 6% TAB Team PB	Royalty Points Required for Max 6.5% TAB Team PB	Royalty Points Required for Max 6.75% TAB Team PB	Royalty Points Required for Max 7% TAB Team PB
2%	5,000	1,000					
4%	3,000	1,000	4,000				
6%	2,500	1,000	4,000	10,000			
6.5%	2,500	1,000	4,000	10,000	20,000		
6.75%	2,500	1,000	4,000	10,000	20,000	30,000	
7%	2,500	1,000	4,000	10,000	20,000	30,000	50,000

TAB TEAM PRODUCTION BONUS PAYOUT GUIDELINES

To help you better understand the TAB Team Production Bonus Payout, we've put together the following guidelines.

- When a TAB Team member in your downline earns a TAB Team Production Bonus at a lower % level than you, you will earn the % difference on their downline. For example, if you earn a TAB Team Production Bonus at the 6% level and your downline TAB Team member earns a TAB Team Production Bonus at the 2% level, you will earn 6% on that TAB Team member and the remaining 4% TAB Team Production Bonus on their downline organization down to the next TAB Team Production Bonus earning member. Your TAB Team Production Bonus earnings below those downline TAB Team earners will depend upon the earning % of each TAB Team member.
- When a downline TAB Team member earns a TAB Team Production Bonus at the same % level as you, you will earn on that TAB Team member, but you will be unable to earn a TAB Team Production Bonus on their downline.
- When a downline TAB Team member earns a TAB Team Production Bonus at a higher level than you, you will be unable to earn a TAB Team Production Bonus on that downline and their organization.
- Remember, to be eligible to receive the TAB Team Production Bonus, your completed TAB Team Production Bonus Acknowledgement Form must have been accepted and approved by Herbalife, and all other terms and conditions must be met.

Production Bonus Eligibility Period Examples

Qualification Period			Global Expansion Team (GET)														
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
1,000 Royalty Points	1,000 Royalty Points	1,000 Royalty Points	Eligible to earn 2% TAB Team PB from April to March														
Requalification Period from April to March																	

Qualification Period			Millionaire Team														
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
4,000 Royalty Points	4,000 Royalty Points	4,000 Royalty Points	Waiting Period		Eligible to earn 4% TAB Team PB from June to May												
Requalification Period from April to March																	

Qualification Period			President's Team														
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
10k, 20k, 30k, 50k Royalty Points x 3 months			Waiting Period			Eligible to earn 6% TAB Team PB from July to June											
Requalification Period from April to March																	

Production Bonus Requalification

To continue earning your TAB Team Production Bonus, you need to requalify at your team level or above. Here's how you do just that:

Requalification

To remain at your earning level, simply achieve three consecutive months of Royalty Point requirements (same as original qualification) every year during your requalification period.

Please note: When you qualify for any Team status, you retain that status regardless of your TAB Team Production Bonus earning % level (unless you achieve a higher TAB Team status or are demoted as a Supervisor).

If you don't requalify for any TAB Team Production Bonus earning % level during your last requalification period and later qualify for the same level, you will need to observe the waiting period before you start earning at that level.

Requalification Period

To allow you ample time to requalify and continue to earn your TAB Team Production Bonus, you have a 12-month time frame from your last Team qualification/requalification date.

The following terms are used throughout this text. Some have specific Herbalife connotations, so please become familiar with them and make them a part of your vocabulary as quickly as possible.

- Blocking:** As a Production Bonus earner, when you have a Production Bonus earner below you earning at a higher Production Bonus earning percentage, you will be “blocked” from earning on that Production Bonus earner as well as their downline organization.
- Commission:** The difference between the discounted price paid by the Sponsor and the price paid by the downline Distributors. It is also known as Wholesale Profit.
- Customer:** Anyone who is not an Herbalife Distributor who purchases Herbalife products at retail price.
- Cut Off:** As a Production Bonus earner, when you have a downline Production Bonus earner earning an equal Production Bonus earning percentage, you will be able to earn your eligible Production Bonus percentage on volume down to and including that person, but will be “cut off” from earning a Production Bonus on any lineage below that person. When you have a downline Production Bonus earner earning at a lower Production Bonus earning percentage than you are, you will earn your full Production Bonus percentage down to and including the volume of that Production Bonus earner and earn the percentage difference on their downline below. For example, if your Production Bonus earning percentage is 6% and the Production Bonus earning percentage of the person downline is 4%, you’ll earn 6% on volume down to and including the volume of that person and 2% (6% to 4%) on the volume down to the next Production Bonus earner.
- Distributor:** Anyone who purchases an official Herbalife Distributor Kit (IBP) and submits to Herbalife a valid and complete Application for Distributorship and whose application has been accepted by Herbalife.
- Distributor Discount Scale:** An earned discount of 35% to 50% which is allowed after reaching specified sales goals.
- Downline Organization:** All Distributors personally sponsored by you as well as all other persons sponsored by them.
- Earn Base:** Base amount assigned to a product on which earnings are calculated.
- First-Level Distributor:** All Distributors you personally sponsor are considered your First Level.
- Fully Qualified Supervisor:** A Distributor who has met all the requirements for Supervisor qualification and is now entitled to all Supervisor privileges.
- HAP Distributor:** A Distributor who activates the regular monthly automatic ordering procedure called Herbalife Advantage Program (HAP).
- Lineage:** All Distributors who are part of one organization as a result of sponsoring or being sponsored.
- Production Bonus:** A bonus of 2%, 4%, or 6% to 7% on downline Organizational Volume earned by eligible members of the TAB Team who meet certain requirements.
- Profit, Retail:** The difference between the discounted product price paid by a Distributor and the retail price paid by a customer.
- Profit, Wholesale:** The difference between the discounted price paid by the Sponsor and the price paid by the downline Distributors. Also known as Commission.
- Qualified Producer:** A Distributor who accumulates 2,500 personally purchased Volume Points within 1 to 3 months and is entitled to purchase at a 42% discount and earn split commissions. This status can be reached by utilizing up to 1,000 Downline Volume Points, with the remaining 1,500 as Personally Purchased Volume.
- Qualifying Month:** The month in which a Distributor achieves the required volume for Supervisor qualification.
- Qualifying Supervisor:** A Distributor who has achieved 4,000 Volume Points in one calendar month. Assuming that all qualifications are met, they will be recognized as a Fully Qualified Supervisor on the first of the following month. A Qualifying Supervisor is eligible to purchase from Herbalife at a temporary 50% discount.
- Royalty Override:** A payment ranging from 1% to 5% made to Fully Qualified Supervisors on the Monthly Volume of their three levels of active downline Supervisors.
- Royalty Points:** Used for qualification purposes, this is the sum of a Supervisor’s Organizational Volume times their royalty earnings percentage.
- Royalty Roll-Ups:** Herbalife pays Supervisors the full 5% for each of three active downline Supervisor levels. Royalty Roll-Ups are paid to the appropriate upline Supervisor(s) when a downline Supervisor earns less than the maximum 5% Royalty Override payout per level. In these instances, the difference between 5% and the Supervisor’s earning percentage (1% to 4%) results in the Royalty Roll-Ups.
- Senior Consultant:** A Distributor who has qualified to purchase at 35% to 42% discount.
- Split Commission:** The commission earned from a downline Distributor purchasing at less than 42% discount. A commission of 7% or 17% is first paid to the first upline Qualified Producer and the remaining 8% is paid to the first upline Fully Qualified Supervisor.

Sponsor: A Distributor who brings another individual into Herbalife as a Distributor.

Success Builder: A Distributor who places an order of 1,000 Volume Points at 42% discount.

Supervisor's Personal Organization: Includes all Distributors in the Supervisor's downline who are at Distributor, Senior Consultant, Success Builder, Qualified Producer and Qualifying Supervisor levels.

TAB Team Member: A Distributor who has met all the requirements for GET, Millionaire Team or President's Team membership.

10 Retail Customers Rule: A Distributor must make sales to at least 10 separate retail customers each month to qualify and receive Royalty Overrides and Production Bonus.

The 70% Rule: In any given month, a Distributor must sell to retail customers, and/or sell at wholesale to downline Distributors, at least 70% of the total value of Herbalife products they hold for resale, in order to qualify for TAB Team and to earn and receive Royalty Overrides and Production Bonus for that month's business.

Upline Organization: Your Sponsor and their Sponsor and their Sponsor's Sponsor, and so on.

Volume, Downline: As a non-Supervisor, Downline Volume is based on volume which is placed by your downline Distributors directly from Herbalife or ordering between 25% to 42% discount.

Volume, Encumbered: All volume produced by anyone in your personal organization who has achieved 2,500 Volume Points or more in one Volume Month. This is volume being used by them for Supervisor qualification purposes.

Volume, Group: Orders purchased at a temporary 50% discount, by Qualifying Supervisor(s) in a Supervisor's personal organization.

Volume, Matching: The Total Volume a sponsoring Supervisor must have in a given month to equal or exceed the volume achieved by their downline Distributor(s) who are qualifying for Supervisor.

Volume, Organizational: The volume on which a Supervisor is paid a Royalty Override.

Volume, Personal: The volume purchased by you as a Fully Qualified Supervisor and all others in your downline organization, excluding any 50% orders by Qualifying Supervisors and Qualified Supervisors.

Volume, Personally Purchased: The volume purchased directly from Herbalife using your Herbalife Identification Number.

Volume, Total: The combined total of Personal Volume plus Group Volume.

Volume, Unencumbered: All volume produced by anyone in your personal organization who has achieved less than 2,500 Volume Points in one Volume Month, and all your own Personal Volume. Volume that is not used by anyone else for Supervisor qualification purposes.

Volume Point: A point value assigned to each Herbalife product that is equal in all countries. Volume Points are used for qualification and bonuses.

Herbalife guarantees the quality of any product which carries the Herbalife name and certifies that the products manufactured for it meet high standards of freshness and purity for customer use.

We are confident that our consumers will find our products satisfactory in every way. However, if for any reason, a retail customer is not completely satisfied with any Herbalife product purchased from an Herbalife Distributor, the customer may request a refund from the Distributor within 30 days from the date the customer receives the product. The customer will be instructed to return the unused portion of the product, or the original product labels, or the empty product containers, along with a copy of the retail receipt/copy of the Retail Order Form, to the Distributor from whom the customer purchased the product. The Distributor must offer the customer a full credit toward the purchase of other Herbalife products or a full refund of the purchase price. Similarly, Distributors who purchase a product for their own consumption and who are not satisfied with the product, may return it within 30 days of purchase to the company in exchange for other products as soon as all required documentation has been received.

This guarantee is limited only by the terms of certain specific warranties attached to or packaged with certain products and does not apply to any product intentionally damaged or misused. If the retail customer is not satisfied, the Distributor must honor the product guarantee quickly and courteously, according to the instructions that follow.

Distributor Must Honor Guarantee

A Distributor is required to fully complete and provide an official Herbalife Retail Order Form with each retail sale made. It is important for the customer to know how to reach the Distributor for more products, questions, etc. The Distributor must maintain a copy of the Retail Order Form for their records so they can properly follow up with their customer.

If, however, a customer requests a refund, then the Distributor must complete a Request for Refund Form, a copy of which is included in the "Sample Forms" section of this book. The Distributor is to calculate the amount of the customer's refund or credit due, have the customer sign the Refund Form, and immediately pay the refund to the customer or apply their credit to other products.

The Distributor may then submit the Request for Refund Form, a copy of the customer's original Retail Order Form, along with the unused portion of the product, or the original product labels, or the empty product containers to Herbalife within 30 days of making the refund to the customer. Herbalife will exchange the returned product with the identical replacement product for the Distributor as soon as all the required documentation has been received. In the case of a Distributor returning product, there may be additional inquiry to ensure that the reason for the return is the Distributor's dissatisfaction as a consumer of the products returned.

ORDERING PROCEDURES

This section of the Career Book is designed to acquaint you with Herbalife's administration policies, which ensure the smooth flow of daily business activity.

Every profitable enterprise establishes clear guidelines for the conduct of its own business. The rules provide the parameters within which the business operates freely. Many of the rules relating to the conduct of business are applied externally, by government, regulatory bodies, consumer legislation, or industry codes and practices. In addition to the rules governing companies in the United States, other countries and the direct-selling industry, Herbalife has developed a set of rules for the conduct of an Herbalife Distributorship, to ensure the maximum fairness and protection for all Distributors.

These rules provide consistency, security, integrity and honesty, enabling the Company, Distributors and the public to enjoy total confidence in the system and respect for our industry.

Please read and become familiar with these policies and procedures.

Ordering Procedures

To place your orders via phone, mail or email, or to place and pick up your orders in person, please contact Herbalife at 866-866-4744. For TTY assistance please contact 800-503-6180.

Important Ordering Tips

As soon as you have become a Distributor, you may purchase from your Sponsor, your first upline Supervisor, or directly from Herbalife.

Once you qualify as an Herbalife Supervisor, you must always purchase directly from Herbalife. There are several convenient methods you may use to place an order directly with Herbalife: telephone, mail or in person at an Herbalife Sales or Distribution Center. All orders will be shipped on the next business day, whenever possible, if all moneys have cleared. Please remember that our ordering process is computerized, so once you complete your order it cannot be adjusted or altered in any way. Therefore, no matter what method you choose to place your order, it is important that you prepare your order in advance to ensure accurate and speedy processing.

All orders must be paid in full, confirmed and processed for Herbalife to release the order. Please always have the following information readily available.

- Prepare your order in advance to ensure accurate and speedy processing.
- Clearly indicate order month.
- Have your Herbalife Identification Number ready.
- Have the name and Identification Number of your Sponsor and upline Fully Qualified Supervisor (FQS).
- Have shipping method and shipping address, recipient's name and corresponding telephone number (if applicable).
- Provide the appropriate discount percentage.
- Provide method of payment and appropriate details (i.e., credit card number, expiration date, Automatic Payment System [APS] PIN number, etc.).
- All calculations – prices, discounts, Volume Points, and taxes of the city/county/state to which you are shipping. (Please have the correct ZIP code available.) Refer to the latest U.S. price list on MyHerbalife.com.
- Provide the stock number(s), description and quantity of the item(s) you are ordering.
- Complete all calculations and totals.

Mail Orders

All orders must be completely filled out, with appropriate payment included. Herbalife sells in individual units, only as specified on the order form.

Depending on the method of mail, you should address your orders as follows:

VIA REGULAR MAIL

Herbalife International of America, Inc.
Attn: Sales Order Department
P.O. Box 80210
Los Angeles, CA 90080-0210
United States of America

VIA EXPRESS MAIL (e.g., Federal Express)

Herbalife International of America, Inc.
Attn: Sales Order Department
950 West 190th Street
Torrance, CA 90502-1001
United States of America

To assure correct and prompt processing of your orders, make sure they are correctly and completely filled out, with an acceptable form of payment attached.

Telephone Orders

To place your telephone orders, please call the Sales Order Department toll-free at 866-866-4744 between the hours of:

Monday–Friday: 9:00 a.m.–6:00 p.m. (PT)
Saturday: 6:00 a.m.–2:00 p.m. (PT)
EOM: 9:00 a.m.–12:00 a.m. (PT)
Holidays: 9:00 a.m.–2:00 p.m. (PT) or Closed
Closed Sunday

TTY Assistance

TTY Users: 800-503-6180

Monday–Friday: 9:00 a.m.–6:00 p.m. (PT)
Closed Saturday and Sunday

After payment has cleared, your order will be transmitted.

Acceptable methods of telephone payment are:

- Major Credit Cards (Visa, MasterCard, American Express and Discover).
- Automatic Payment System (APS); approved applications must be on file at the World Home Office (must have 4-digit code). Contact the Sales Order Department for an APS Application.
- Wire Transfers must be bank-to-bank transactions.

Upon payment clearance, your order will be transmitted to the Distribution Center for shipment.

All telephone orders must be placed and fully paid by the close of business day on the designated “End of Month” (EOM) day. Please have your order ready before calling the Sales Order Department.

Walk-In Orders

If you are located near Los Angeles, Riverside or Tracy, CA; Memphis, TN; Dallas or Houston, TX; Phoenix, AZ; Chicago, IL; or Bronx or Brooklyn, NY, the fastest way to receive product(s) is to place, pay for and pick up your order in person at one of our Sales or Distribution Centers. The addresses of our U.S. Sales and Distribution Centers are listed below for your reference:

Los Angeles Distribution Center (LADC)

18431 S. Wilmington Avenue
Carson, CA 90746

Telephone: 310-952-0100

Monday–Friday: 9:00 a.m.–7:00 p.m. (PT)
Saturday: 9:00 a.m.–5:00 p.m. (PT)
Closed Sunday

Memphis Distribution Center

5025 Crumpler Road

Memphis, TN 38141

Telephone: 901-795-5056

Monday–Friday: 8:00 a.m.–7:00 p.m. (CT)
Closed Saturday and Sunday

Dallas Sales Center

8105 North Beltline Road, Suite 100

Irving, TX 75063

Telephone: 214-441-3333

Monday–Friday: 10:00 a.m.–7:00 p.m. (CT)
Saturday: 10:00 a.m.–3:00 p.m. (CT)
Closed Sunday

Phoenix Sales Center

1606 E. University Dr., Suite #109

Phoenix, AZ 85034

Telephone: 602-358-2066

Monday–Friday: 10:00 a.m.–7:00 p.m. (PT)
Saturday: 10:00 a.m.–3:00 p.m. (PT)
Closed Sunday

Chicago Quick Response Center

200 Howard Avenue, Suite 232

Des Plaines, IL 60018-5910

Telephone: 847-298-9533

Monday, Wednesday and Friday: 10:00 a.m.–6:00 p.m. (CT)
Tuesday and Thursday: 12:00 p.m.–8:00 p.m. (CT)
Saturday: 10:00 a.m.–3:00 p.m. (CT)
Closed Sunday

Bronx Quick Response Center

2359 Hollers Avenue

Bronx, NY 10475

Telephone: 718-708-7020

Monday, Wednesday and Friday: 10:00 a.m.–6:00 p.m. (ET)
Tuesday and Thursday: 12:00 p.m.–8:00 p.m. (ET)
Saturday: 10:00 a.m.–3:00 p.m. (ET)
Closed Sunday

Tracy Quick Response Center

470 West Larch Road, Suite 10

Tracy, CA 95304

Telephone: 209-832-4110

Monday and Wednesday: 12:00 p.m.–8:00 p.m. (PT)
Tuesday, Thursday and Friday: 10:00 a.m.–6:00 p.m. (PT)
Saturday: 10:00 a.m.–3:00 p.m. (PT)
Closed Sunday

Houston Quick Response Center

4702 N. Sam Houston Pkwy. W., Suite 130

Houston, TX 77086

Telephone: 281-895-8193

Monday, Wednesday and Friday: 10:00 a.m.–6:00 p.m. (CT)

Tuesday and Thursday: 12:00 p.m.–8:00 p.m. (CT)

Saturday: 10:00 a.m.–3:00 p.m. (CT)

Closed Sunday

Riverside Quick Response Center

7560 Jurupa Avenue

Riverside, CA 92504

Telephone: 951-689-4444

Monday and Wednesday: 12:00 p.m.–8:00 p.m. (PT)

Tuesday, Thursday and Friday: 10:00 a.m.–6:00 p.m. (PT)

Saturday: 10:00 a.m.–3:00 p.m. (PT)

Closed Sunday

Brooklyn Quick Response Center

919 Flushing Avenue

Brooklyn, NY 11206

Telephone: 718-381-9610

Monday, Wednesday and Friday: 10:00 a.m.–6:00 p.m. (ET)

Tuesday, Thursday: 12:00 p.m.–8:00 p.m. (ET)

Saturday: 10:00 a.m.–3:00 p.m. (ET)

Closed Sunday

All walk-in orders must be placed and fully paid by the close of business day at the respective Sales or Distribution Center on the designated EOM day. Please have your order ready before handing it to a Sales Order Representative. You must have your Herbalife Distributor ID number, photo ID and order number with you when you pick up your order.

Cashier's checks, money orders, most major credit cards, wire transfers or cash are the acceptable terms for purchasing products and other materials through the Herbalife Sales or Distribution Centers.

Payment Policy

Please note that all orders must be paid in full, processed and accepted for Herbalife to ship and release the order. The following are acceptable methods of payment:

Personal Checks

Those who become Supervisors and who have been fully qualified for 30 days may use (in addition to the previously listed methods of payment) personal checks to purchase products. A check-writing policy of \$5,000 in one day is the maximum amount allowed. Any order in excess of this amount must be paid for by one of the methods previously noted.

Guaranteed Checks

Cashier's checks, traveler's checks and money orders, which

must be made out to Herbalife International of America, Inc., and must be in U.S. dollars only. Guaranteed checks may be used for mail and walk-in orders only.

Most Major Credit Cards

Visa, MasterCard, American Express (dollar amount is at Amex's discretion, mostly under \$200.00) and Discover. The credit card must be in the name of the purchaser. Credit cards may be used for telephone, mail and walk-in orders.

Cash

U.S. dollars only. Cash may be used for walk-in orders only. Please do not mail cash!

Automatic Payment System (APS)

To speed up and simplify the processing of your telephone order, Supervisors who have been fully qualified for 30 days may authorize Herbalife to deduct the exact amount from their bank or other financial institution as payment for their order.

Wire Transfers

- Distributors may purchase products from Herbalife by bank-to-bank transaction.
- Wire transfers must be initiated by the designated End of Month (EOM) day, and must be received no later than the 5th of the following month (regardless of what day the actual EOM falls on).
- You must reference your Herbalife ID Number and order number with your transfer.
- If you wish to use this method, contact Herbalife's Sales Order Department for the correct procedure.
- Wire transfer orders will be shipped when the correct payment is received by Herbalife.

Shipping Procedures

All orders will be shipped on the next business day, whenever possible, if all moneys have cleared. You must indicate the method of shipment as applicable (e.g., air, FedEx, motor freight, etc.) on each order.

Selecting the right method of shipment for your order is an important decision. You will want to keep the freight cost as low as possible and at the same time, get the best results in terms of service. The decision must be based on distance, weight and size of the order, and how rapidly you want it delivered. You should call the various freight carriers in your area for rates and service details. However, here is some general information on how they work:

Federal Express (FedEx) Home Delivery

Federal Express home delivery is our standard ground carrier. This may be one of your best options for shipping.

Things to Remember:

- FedEx Home Delivery takes typically three to five (3 to 5) working days Tuesday to Saturday for delivery. It is recommended that someone be available at the "Ship To" address to accept the shipment. (You may desire to address your shipment to your neighbor, friend, relative, etc.)
- Herbalife allows a maximum weight of 48 pounds per box.
- When your shipment consists of several boxes, they may not all be delivered at the same time. (If this happens, simply allow two [2] additional days for the balance of the shipment to be delivered.)

All orders to be shipped via FedEx are shipped from the Los Angeles and Memphis Distribution Centers on a freight prepaid basis. When you request FedEx as the method of shipment on an order, your delivery and freight will be calculated as indicated in the following ground chart.

FedEx Home Delivery

Rate	times (X)	Retail Value
2.50%		\$1,000 and Up
3%		\$700 - \$999
3.50%		\$400 - \$699
4%		\$125 - \$399
\$6.00	Minimum	\$0 - \$124

Examples:

A) \$400 retail value x 3.5% = \$14.00 freight cost

B) \$130 retail value x 4% = \$5.20 freight cost

C) \$124 retail value - add \$6.00 minimum freight cost

Please be sure to include the shipping costs in your payment to avoid any delay in processing and shipping your order.

FedEx 2 and 1 Day Delivery

FedEx - 2 Day 6% - \$8 minimum

FedEx - 1 Day 10% - \$16 minimum

All Other Shipping Methods COD

Motor-Freight Carrier

When your order weight exceeds 100 pounds, you may want to consider a motor-freight carrier. Generally you will pay for a minimum of 100 pounds of freight.

Things to Remember:

- All truck shipments are made on a freight-collect basis.
- This service will range from overnight delivery to five (5) or more working days, depending on the distance between the shipping point and the destination.
- Door-to-door delivery is provided to most locations or, upon request, your order may be held at the dock for pickup.
- Generally, the complete shipment is delivered at once.

- If door-to-door is requested, there must be someone available at the "Ship To" address to accept the shipment.
- The heavier the shipment, the lower the freight rate per pound. For more detailed information, call your local trucking companies.

Air Shipping

Special rates are available for almost any shipment size, but when your order weighs over 200 pounds, it may be to your advantage to consider the delivery time and the possible cost savings. The airfreight industry is becoming very cost competitive with ground-freight transportation. Convenient special freight-cost programs are available through most airlines. For example, E and EH Disposable Corrugated Air Containers can be shipped at special rates, or you can take advantage of the special rates of the deferred airfreight programs.

Things to Remember:

- All air shipments are made on a freight-collect basis.
- Airfreight offers the fastest means of transportation.
- They offer call-upon-arrival service.
- Your order can be delivered to your door. (This requires an additional charge, and someone must be available to accept the shipment.)
- Shipments may be held at the airport terminal for pickup.
- Weekend service is available at most major airports.
- Air containers have special rates. (When using this method, remember that the total cubic footage cannot be 100% utilized due to the variance of product dimensions.)
- Please specify the airport of destination, or the airline will ship to the airport closest to the "Ship To" address.
- There is excellent traceability. For more specific information, call the airfreight carriers at the airport(s) closest to you.

Air- and Truck-Freight Insurance

Herbalife recommends that you insure your air and truck shipments at their full discounted value for a small premium. Typically the cost of the airfreight insurance is approximately 40 cents for each \$100 declared value. For example, if you are a Supervisor placing a \$2,000 retail order at a 50% discount, you are paying \$1,000. If you declare this \$1,000 as your freight value, your full insurance coverage will cost \$4. When ordering, indicate in the shipping instructions that you wish to have your order "insured at full value." The additional insurance amount will be added to your freight charges. Without the insurance, you can only collect the amount determined by the freight company policy. (Flat and per pound rates vary from carrier to carrier, but tend to be in the area of 50 cents to 60 cents per pound.)

When Receiving Your Shipment

All Herbalife® products are in perfect condition when the carrier takes possession of the shipments at our Distribution Center loading docks. Upon receipt of your package, here are some things to remember:

- Your signature means that you have received your shipment in a satisfactory manner (unless otherwise specified).
- Determine the number of boxes your shipment includes, either by the packing slip or by the number of boxes marked on top of each box (e.g., 1 of 3, 2 of 3, etc.).
- Only sign “Received” for the number of boxes actually received.
- Check your shipment for obvious outside damages. (Even though there is no apparent damage on the outside of a box, some damage may have occurred inside.) See “Shipping Inquiries and Claims” below.
- Note any damages and/or box shortages on the carrier’s delivery documents. (FedEx may not deliver all boxes the same day.)

Shipping Inquiries and Claims

For any specific inquiry or problem associated with a particular shipment (damaged and lost order claims, etc.) please call Herbalife’s Order Support Department toll-free at 866-866-4744.

FedEx Home Delivery Claims

- FedEx lost shipments (complete or partial) must be reported to Herbalife International within seven (7) days after the estimated time of arrival.
- Any hidden damages found on a FedEx delivery, discovered after the FedEx driver has left, must be reported to your local FedEx office immediately. FedEx will send a driver to pick up the damaged items for inspection. Keep the damaged items in the original package as found, including all packing material and the master container.
- FedEx will forward a copy of the damage-inspection report to the Herbalife Distribution Center that originated the shipment.
- The Distribution Center, upon receiving this report, will initiate the proper FedEx claim(s) procedures and follow up to completion.
- In some instances, FedEx may desire not to send an inspector to pick up the damaged items. However, the damage report will still be generated, and the same procedure as above will take effect. In either case, you will be given a control number from FedEx.

Month-End Ordering Guidelines

General – United States

The Herbalife U.S. Sales Order Department, as well as all Herbalife International Sales Order Departments, will be open extended business hours on the designated End of Month (EOM); Distribution Centers will be open regular business hours that day.

A. Business Hours

1. Sales Order Department:

English and Spanish Lines
Monday–Friday: 9:00 a.m.–6:00 p.m. (PT)
Saturday: 6:00 a.m.–2:00 p.m. (PT)
EOM: 9:00 a.m.–12:00 a.m. (PT)
Holidays: 9:00 a.m.–2:00 p.m. (PT) or Closed
Closed Sunday

2. TTY Users: 800-503-6180

Monday–Friday: 9:00 a.m.–6:00 p.m. (PT)
Closed Saturday and Sunday

3. Los Angeles Distribution Center (LADC):

Monday–Friday: 9:00 a.m.–7:00 p.m. (PT)
Saturday: 9:00 a.m.–5:00 p.m. (PT)
Closed Sunday

4. Memphis Distribution Center:

Monday–Friday: 8:00 a.m.–7:00 p.m. (CT)
Closed Saturday and Sunday

5. Dallas Sales Center:

Monday–Friday: 10:00 a.m.–7:00 p.m. (CT)
Saturday: 10:00 a.m.–3:00 p.m. (CT)
Closed Sunday

6. Phoenix Sales Center:

Monday–Friday: 10:00 a.m.–7:00 p.m. (PT)
Saturday: 10:00 a.m.–3:00 p.m. (PT)
Closed Sunday

7. Chicago Quick Response Center:

Monday, Wednesday and Friday:
10:00 a.m.–6:00 p.m. (CT)
Tuesday and Thursday: 12:00 p.m.–8:00 p.m. (CT)
Saturday: 10:00 a.m.–3:00 p.m. (CT)
Closed Sunday

8. Bronx Quick Response Center:

Monday, Wednesday and Friday:
10:00 a.m.–6:00 p.m. (ET)
Tuesday and Thursday: 12:00 p.m.–8:00 p.m. (ET)
Saturday: 10:00 a.m.–3:00 p.m. (ET)
Closed Sunday

9. Tracy Quick Response Center:

Monday and Wednesday: 12:00 p.m.–8:00 p.m. (PT)
Tuesday, Thursday and Friday: 10:00 a.m.–6:00 p.m. (PT)
Saturday: 10:00 a.m.–3:00 p.m. (PT)
Closed Sunday

10. Houston Quick Response Center:

Monday, Wednesday and Friday: 10:00 a.m.–6:00 p.m. (CT)
Tuesday and Thursday: 12:00 p.m.–8:00 p.m. (CT)
Saturday: 10:00 a.m.–3:00 p.m. (CT)
Closed Sunday

11. Riverside Quick Response Center:

Monday and Wednesday: 12:00 p.m.–8:00 p.m. (PT)
Tuesday, Thursday and Friday: 10:00 a.m.–6:00 p.m. (PT)
Saturday: 10:00 a.m.–3:00 p.m. (PT)
Closed Sunday

12. Brooklyn Quick Response Center:

Monday, Wednesday and Friday: 10:00 a.m.–6:00 p.m. (ET)
Tuesday, Thursday: 12:00 p.m.–8:00 p.m. (ET)
Saturday: 10:00 a.m.–3:00 p.m. (ET)
Closed Sunday

B. Business Numbers/Addresses

1. World Operations Home Office

- a. Toll-Free Number (Distributor Relations in English and Spanish): 866-866-4744
- b. TTY Users: 800-503-6180
- c. HAP Order Line: 866-866-4744
- d. Mailing Address
Herbalife International of America, Inc.
Sales Order Department
P.O. Box 80210
Los Angeles, CA 90080-0210
- e. Express Mail Only
Herbalife International of America, Inc.
Sales Order Department
950 West 190th Street
Torrance, CA 90502

2. Los Angeles Distribution Center (LADC) (Walk-In and Pickup Service)

Herbalife International of America, Inc.
18431 S. Wilmington Avenue
Carson, CA 90746

3. Memphis Distribution Center (Walk-In and Pickup Service)

Herbalife International of America, Inc.
5025 Crumpler Road
Memphis, TN 38141

4. Dallas Sales Center

(Walk-In and Pickup Service)
8105 North Beltline Road, Suite 100
Irving, TX 75603

5. Phoenix Sales Center

(Walk-In and Pickup Service)
1606 E. University Dr., Suite #109
Phoenix, AZ 85034

6. Chicago Quick Response Center

(Walk-In and Pickup Service)
200 Howard Avenue, Suite 232
Des Plaines, IL 60018-5910

7. Bronx Quick Response Center

(Walk-In and Pickup Service)
2359 Hollers Avenue
Bronx, NY 10475

8. Tracy Quick Response Center

(Walk-In and Pickup Service)
470 West Larch Road, Suite 10
Tracy, CA 95304

9. Houston Quick Response Center

(Walk-In and Pickup Service)
4702 N. Sam Houston Pkwy. W., Suite 130
Houston, TX 77086

10. Riverside Quick Response Center

(Walk-In and Pickup Service)
7560 Jurupa Avenue
Riverside, CA 92504

11. Brooklyn Quick Response Center

(Walk-In and Pickup Service)
919 Flushing Avenue
Brooklyn, NY 11206

For additional information on products, qualifications, Marketing Plan, etc., please contact the Distributor Relations Department English and Spanish Lines:

Monday–Friday: 9:00 a.m.–6:00 p.m. (PT)
EOM: 9:00 a.m.–6:00 p.m. (PT)
Closed Holidays, Saturday and Sunday

End of Month Ordering and Payment Deadlines

The deadlines specified below are set to ensure accurate payment of Royalty Overrides to each and every Distributor.

- All orders MUST be received on or before the End of Month (EOM) day in order to count for that month’s Volume. The EOM day is absolutely the last day for us to process your order in the current month.

- Telephone orders must be placed and fully paid by the end of business day on each country's specified EOM day.
- Mail orders must be postmarked on or before each country's specified EOM day and received by Herbalife NO LATER than the 5th of the following month. Appropriate payment must be included with the order.
- Walk-in orders must be placed and fully paid by close of business day on the specified EOM day.
- Wire transfers or postal payments must be initiated on or before each country's specified EOM day. These transactions must be received by Herbalife no later than the 5th of the following month.
- All payments for all orders placed on the EOM day must be processed, accepted and paid in full by the end of that same day to count for that month's Volume, no matter what day the EOM actually falls on.
- Herbalife shall not be held responsible for monetary transfers that are not deposited to our account by the specified deadline.
- Distributors are responsible for making whatever arrangements necessary to ensure payment is received on time and that adequate credit is available to assure approval of any credit card purchases. If payment is not received by the specified date, the order will count as the following month's Volume.
- If the EOM falls into the beginning of the next month, causing a dual Volume Month, Distributors are responsible for specifying the order month they wish the Volume of the order to count towards.
- International orders must be placed on or before the shipping country's End of Month date.

Tax Information

The following notes highlight key points of interest for Herbalife Distributors. These notes are not intended to cover all aspects of registration or taxation that may affect your Distributorship, so we recommend that Distributors consult with their own tax or business advisor, or their local, state or federal taxation offices.

A. Federal/State Income Tax and Reporting

1. Income tax laws in the United States, and in various states and municipalities within the United States, require that individuals with income from businesses report such income. Residents and those who are citizens of the United States, wherever resident, are required to file income tax returns reporting all of their income. Nonresidents may also need to report their U.S. income. Distributors are solely responsible for the proper reporting of their income and payment of their taxes.

2. It is important to establish and maintain a proper set of books and records for your business. Inexpensive manual and computerized systems are available, or you may prefer to hire an experienced bookkeeper. Under federal law, tax records should be maintained for a minimum of three (3) years, but it may be prudent to maintain them for a longer period.
3. Federal and state tax laws impose certain reporting requirements upon Herbalife. On or before January 31 of each year, U.S. Distributors will be sent a Form 1099 in which they must specify the amount of earnings (commissions, overrides, bonuses, etc.) they received during the prior calendar year. The form will also note whether the Distributor purchased \$5,000 or more retail value of products. This information is also filed with the Internal Revenue Service (IRS), and from there is made available to the states.
4. For these reporting reasons, all Distributors in the United States and those who are citizens of the United States, wherever resident, must provide proper taxpayer identification numbers (usually their Social Security number or Individual Tax Identification Number). It is the Distributor's responsibility to assure that the name, legal address and taxpayer identification number are properly recorded in the Herbalife computer system and to immediately advise if a correction is needed. If such information is not correct, tax laws impose a "backup" withholding tax. The tax so withheld can be claimed by the Distributor on their individual income tax return as a prepayment of tax.

B. Nonresident Withholding Tax

1. All payments of commissions, overrides and bonuses resulting from U.S. orders are deemed by the IRS to be U.S. source income. As such, payments to upline Distributors residing outside the United States are subject to U.S. nonresident withholding tax (currently 30%).
2. On or before March 15 of each year, Herbalife will send a Form 1042-S to Distributors in which they will report the amount of earnings paid and the amount of U.S. tax withheld. Depending on the Distributor's situation and the laws of the Distributor's resident country, a refund from the IRS may be requested or relief from double taxation is often available. Affected Distributors are encouraged to consult with their tax advisors.

C. State and Local Sales Taxes

1. Many Herbalife products are taxable under the various states' sales tax laws. Distributors are primarily

responsible for their own sales tax liability and should ensure they are in compliance with all applicable sales tax laws.

- Herbalife has voluntarily registered in many states to pre-collect state sales taxes on behalf of Distributors and, thus, reduce the Distributors' compliance requirements. In these instances, sales tax is based on the ultimate retail price of products shipped for resale to these states. In some states, Distributors may obtain from the state and submit to Herbalife a resale/exemption certificate. By doing so, the Distributor retains primary responsibility for the collection, reporting and payment of all such taxes. For a list of these states, please contact the Distributor Relations Department toll-free at 866-866-4744.

D. Business Licenses and Registrations

Many cities or municipalities within the United States require that Distributors register their business when starting their business activity. We recommend that U.S. Distributors contact their local government offices for information about these requirements.

E. Social Security or Individual Tax Identification Number and Other Taxes

All Herbalife Distributors are independent and as such, are responsible for their own social security or Individual Tax Identification Number, Medicare and other taxes as may apply. Advance payments of these taxes may be required. Further information is available from the respective tax office or your tax advisor.

The information noted above may be modified from time to time by the respective authorities. To ascertain your personal situation or if you have any questions, we suggest that you consult the respective federal, state and local tax offices in your area, or your qualified tax advisor.

Frequently Asked Questions

Do I have to wait for my Distributor Application to be processed before placing an order?

It's not necessary to wait for your Application to be processed. You are entitled to buy Herbalife products from your Sponsor, first upline Fully Qualified Supervisor or the Herbalife Sales Order Department (at the applicable discount) utilizing the Herbalife ID number on the Registration Card contained in your International Distributor Kit (IBP).

How do I place an order?

It's easy! You may place orders through your Sponsor, upline Supervisor, or Herbalife directly. When you become

a Supervisor you must purchase directly from Herbalife. It is important for you to have certain information prepared prior to placing an order directly with Herbalife. You may place orders with Herbalife by telephone, mail, by going to one of our Distribution Centers (Los Angeles or Memphis) or via our online ordering system on MyHerbalife.com.

May I go to the Distribution Center and pick up the products myself?

You may either place your order with our Sales Order Department and specify that you will pick it up in person, or you can simply go to our Los Angeles, Memphis, Dallas or Phoenix Sales and Distribution Centers, place and pay for your order there, and pick up the products at the same time.

May I call Herbalife directly with questions?

We're here to assist you in any way possible. We always encourage you to first consult your IBO/Career Book and to work closely with your Sponsor and upline Supervisor, since they have a great deal of field experience. However, if we may assist you, please call Herbalife's Distributor Relations Department toll-free in Los Angeles at 866-866-4744.

How quickly will my order be processed and how long will it take to reach me?

All orders will be shipped the next business day, whenever possible, if payment is received and processed. Shipping times vary, of course, depending on the shipping method you choose. All orders shipped from our Los Angeles and Memphis Distribution Centers via FedEx home delivery service are shipped freight prepaid, and will generally arrive within three to five (3 to 5) working days. Distributors commonly use FedEx when an order weighs under 200 pounds. Express, motor carrier and air services are also available on a freight-collect basis, in order to provide you with the widest possible variety of choices.

Do I have to pay any other charges on top of the price of the products?

Orders shipped via FedEx, Herbalife's most popular freight service, are shipped freight prepaid. All other freight services are shipped freight collect. We also add a 7% packaging and handling charge to the full retail of all products, giftables and promotional orders. Taxes, of course, are based on the tax rates of your shipping destination.

Why do I have to pay a 7% packaging and handling charge?

A great deal of administrative time and labor goes into processing, handling and marketing. Charging by products ordered is the fairest way to cover these costs.

I've heard a lot about the HAP Program. What is it all about?

HAP stands for **Herbalife Advantage Program**. HAP is an automatic monthly product shipment program, providing Distributors with an effortless, flexible and convenient method for selecting and automatically shipping the products they use the most. HAP also provides Herbalife Distributors who activate their HAP orders with exclusive added benefits, including free activation no Annual Processing Fee for non-Supervisors with active HAP orders for 12 consecutive months; 35% to 50% discount; multiple HAP orders – one for personal use and one consisting of products for resale; additional sales tax savings (on personal use orders only); single-unit purchases; automatic, consistent monthly home delivery; special promotional offers; flexibility to change your HAP order (anytime before HAP deadline); free monthly literature and communications; and easy automatic payment options. You will find a HAP Distributor Activation and Order Form in this book. You may download the form from MyHerbalife.com. There also are dedicated HAP Sales Order telephone numbers listed in the "Ordering Procedures" section of this book. For additional information, please contact Herbalife's Distributor Relations Department at 866-866-4744.

How do I retail the products?

Retailing the Herbalife products will be one of the most important keys to your success! As Herbalife's founder and first Distributor, Mark Hughes always stressed, use the products, wear the button and talk to people. You will develop your own selling style, which might include talking to your circle of influence, distributing flyers, conducting surveys and/or participating in seasonal promotions. Your Sponsor has the field experience to provide you with the proper training.

Wear the Button

- You become a walking advertisement.
- Wear or use or any Herbalife item that will attract people to talk to you – this makes conversation easy.

Talk to People

- When they ask, tell your weight-management success story or your income success story.
- Explain the products and business opportunity.
- Explain how they can improve their health and also make immediate profits.
- Talk to people you know.
- Talk to everyone.

May I export the products?

Regulations vary from country to country in which we are

officially open. Each country has its own line of products, literature and promotional items specific to each of these countries. Distributors may only bring products approved for a specific country within that country. Distributors may not bring products from one Herbalife country to another, unless approved for sale there.

Where can I get more training on the Herbalife products and selling methods?

You have a multitude of fantastic choices! Your Sponsor and/or upline Supervisor should be able to assist you, and we always suggest you contact them first. There are many training sessions held throughout the world every year, and by clicking on MyHerbalife.com, you can access training and business-building tools 24/7. Some of our websites include:

Herbalife.com

Herbalife's official website establishes Herbalife as the leading weight loss, targeted nutrition and outer nutrition site for information, education and retail/business opportunity lead captures.

MyHerbalife.com

The primary business management and success resource website for Herbalife Distributors – optimizing recruitment, retention, retail and community. Login requires Distributor ID and PIN Code.

HerbalifeCentral.com

An administrative website dedicated to Herbalife Distributors worldwide.

LivingHerbalifeLean.com

A lifestyle management program dedicated to helping people break the emotional-eating habit.

HerbalifeFamilyFoundation.org

This website is dedicated to the Herbalife Family Foundation, which helps at-risk children around the world. If prompted for a password, please contact the Sales and Communications or Distributor Relations Departments.

There is also the Herbalife Broadband Network (HBN), which features fast, high-quality audio and video streaming to anyone with Internet access, 24 hours a day.

Herbalife Broadband Network (HBN) offers:

- Exciting product launches
- Unbeatable video training from Herbalife's founder Mark Hughes
- Live question-and-answer sessions with top Distributors and Herbalife's doctors

- Motivation by Jim Rohn, world-renowned business speaker
- House-party training

Our Sales and Communications Department also operates a Touchfon information service that will keep you updated with the latest Herbalife information at a nominal charge. For additional information on these and many other business tools available, please contact Herbalife's Distributor Relations Department toll-free at 866-866-4744.

Once I qualify for earnings, are there any special procedures to follow?

Yes, and they are quite simple. In order to receive your earnings, as a Fully Qualified Supervisor or TAB Team member you must strictly adhere to Herbalife's 10 Retail Customers/70% Rule. (Please refer to Rules 18-B and 18-C in the "Rules of Conduct and Distributor Policies" section of this book for complete information.)

Are there any tax issues I should be aware of?

Yes, and they are similar to any business you would independently operate. Distributors are solely responsible for the proper reporting of their income and payment of their taxes. Any questions should be referred to the individual Distributor's own tax advisor. (For more information, please refer to the "Tax Information" section after the "Ordering Procedures" section of this book.)

Rules of Conduct and Distributor Policies USA IMPORTANT NOTICE!

Following are the answers to some of the most commonly asked questions by new Distributors regarding Herbalife's Rules of Conduct and Distributor Policies. Please carefully review the "Rules of Conduct and Distributor Policies" section in this book, which will provide you with the full details. These Rules of Conduct and Distributor Policies have been established for your protection. They represent the code of ethics by which all Herbalife Distributors must operate.

We encourage you to read and understand them, so you are fully aware not only of your own obligations, but also of your rights as an Herbalife Distributor. We believe Herbalife® products and Sales & Marketing Plan are the best in the industry. We also believe in our Distributors and in supporting them by working together to uphold the highest possible ethical standards. We are committed to maintaining the integrity of Herbalife, its Sales & Marketing Plan and its global distribution network of Distributors.

What are the age requirements for becoming a Distributor?

An Applicant must be at least 18 years of age to become an

Herbalife Distributor and to conduct business in the United States. However, a minor who is above the age of 14 may submit an Application for a Minor Distributorship, under certain conditions. (Please refer to Section 3 in the "Rules of Conduct and Distributor Policies" section for full details.)

May my spouse and I have separate Distributorships?

Married couples may have only one Distributorship. Married couples wishing to become Distributors together, must complete and sign a single Distributor Application, thereby having only one Sponsor. It is very important for new Distributors to note that an individual may have only one Herbalife Distributorship and should never sign more than one Distributor Application. (Please refer to Sections No. 4 and No. 5 in the "Rules of Conduct and Distributor Policies" section of this book for full details.)

May I submit my Distributor Application in the name of a Corporation or Partnership?

The long-term success of Herbalife's Sales & Marketing Plan has been based on the entrepreneurial spirit of individuals. In order to help protect the integrity of the Sales & Marketing Plan, Herbalife only accepts Distributor Applications in the name of individuals. (Please refer to Section 6 in the "Rules of Conduct and Distributor Policies" section of this book for full details.)

What is the relationship with my Sponsor?

The relationship between a Distributor and their Sponsor is the foundation of Herbalife's Sales & Marketing Plan. Many Sponsors spend a significant amount of time locating new Distributors, training and working with them over a period of time. (Please refer to Section 11 in the "Rules of Conduct and Distributor Policies" section of this book for details regarding the responsibilities of a Sponsor.)

May I sell Herbalife products anywhere in the world?

As an Herbalife Independent Distributor, you may sponsor Distributors, train and build your downline business in any of the countries where Herbalife is officially open. Please note, Distributors may only sell products approved for a specific country within that country. They may not bring products from one Herbalife country to another, unless approved for sale. Permissible Herbalife business activities vary in each country, depending on local laws. Please contact Herbalife's Distributor Relations Department for detailed information on a specific country's rules. Officially opening a country is an involved and complicated process. All countries have rules and regulations regarding the manufacture, labeling and sale of products and other regulations with which we must comply. Therefore, we cannot allow the sale of our products in a country in which we are not yet officially open. Additionally, country

openings will be delayed if government officials find that our products are being improperly imported into that country. For these reasons, we consider violations of our export policy to be extremely serious. Such violations could result in the immediate termination of a Distributorship. (Please refer to Section 9 of the "Rules of Conduct and Distributor Policies" section of this book for complete information.)

What is Herbalife's Customer Refund Policy?

Herbalife® products have a 30-day money-back guarantee for the retail customer, from the time the product is received. Distributors must respond quickly and courteously when the retail customer requests this guarantee be honored. The Distributor may offer the retail customer a choice of a full refund of the purchase price or full credit for exchange of other Herbalife products, and the Distributor must honor the retail customer's choice. (Please refer to page 23 of the "Sales & Marketing Plan" section and Section 17 in the "Rules of Conduct and Distributor Policies" section of this book for full details on these procedures, policies and rules.)

Does Herbalife have specific policies and rules regarding advertising and promotion?

The integrity of Herbalife's Sales & Marketing Plan and legalities make it necessary for us to enforce important rules and policies regarding advertising and promotion. We are confident that you will find these rules and policies protect you and your business as much as they protect Herbalife.

Distributors may produce their own ads or flyers, provided they follow all of Herbalife's rules for advertising. It is the Distributor's responsibility to ensure they are complying with these rules. If you have any questions regarding our advertising guidelines, please contact Herbalife's Distributor Relations Department. (Additionally, please refer to Sections 19 through 28 in the "Rules of Conduct and Distributor Policies" section for full details.)

Herbalife Worldwide Offices

Listed on this page are the addresses, phone numbers and hours of operation for Herbalife's Worldwide Corporate Headquarters, Operations Home Office and U.S. Distribution and Sales Centers. Herbalife Distributors may order products or literature to be shipped from any of our Worldwide Distribution Centers. However, no material can be shipped across international boundaries. Please contact your local Sales Order Department to place an international order.

For information regarding Herbalife's Distribution Centers throughout the world, please refer to the listing on MyHerbalife.com, or contact the Distributor Relations Department toll-free at 866-866-4744.

If you have any questions or require assistance placing an order, please call Herbalife's Sales Order Department or the Distribution Center nearest you.

Herbalife International of America, Inc.

Worldwide Corporate Headquarters
800 West Olympic Boulevard, Suite 406
Los Angeles, CA 90015, USA
Main Number: 310-410-9600
Monday–Friday: 8:30 a.m.–5:30 p.m. (PT)
Closed Saturday and Sunday

Herbalife International of America, Inc.

Operations Home Office
950 West 190th Street
Torrance, CA 90502
Main Number: 310-410-9600
Monday–Friday:
8:30 a.m.–5:30 p.m. (PT)
Closed Saturday and Sunday

Sales Order Department

Monday–Friday: 9:00 a.m.–6:00 p.m. (PT)
Saturday: 6:00 a.m.–2:00 p.m. (PT)
EOM: 9:00 a.m.–12:00 a.m. (PT)
Holidays: 9:00 a.m.–2:00 p.m. (PT) or Closed
Closed Sunday

Sales Order Department: 866-866-4744 (All orders)

Distributor Relations Department

Monday–Friday: 9:00 a.m.–6:00 p.m. (PT)
EOM: 9:00 a.m.–6:00 p.m. (PT)
Closed Holidays, Saturday and Sunday

Distributor Relations: 866-866-4744
Distributor Relations Fax: 310-258-7019

TTY Assistance

TTY Users: 800-503-6180
Monday–Friday: 9:00 a.m.–6:00 p.m. (PT)
Closed Saturday and Sunday

Los Angeles Distribution Center (LADC)

18431 S. Wilmington Avenue
Carson, CA 90746
Monday–Friday: 9:00 a.m.–7:00 p.m. (PT)
Saturday: 9:00 a.m.–5:00 p.m. (PT)
Closed Sunday

Main Number: 310-952-0100
Main Fax: 310-952-0111

Memphis Distribution Center

5025 Crumpler Road
 Memphis, TN 38141

Monday–Friday: 8:00 a.m.–7:00 p.m. (CT)
 Closed Saturday and Sunday

Main Number: 901-795-5056
 Main Fax: 901-547-2105

Dallas Sales Center

8105 North Beltline Road, Suite 100
 Irving, TX 75063

Monday–Friday: 10:00 a.m.–7:00 p.m. (CT)
 Saturday: 10:00 a.m.–3:00 p.m. (CT)
 Closed Sunday

Main Number: 214-441-3333
 Main Fax: 214-441-3338

Phoenix Sales Center

1606 E. University Dr., Suite #109
 Phoenix, AZ 85034

Monday–Friday: 10:00 a.m.–7:00 p.m. (PT)
 Saturday: 10:00 a.m.–3:00 p.m. (PT)
 Closed Sunday

Main Number: 602-358-2066
 Main Fax: 602-384-2180

Chicago Quick Response Center

200 Howard Avenue, Suite 232
 Des Plaines, IL 60018-5910

Monday, Wednesday and Friday: 10:00 a.m.–6:00 p.m. (CT)
 Tuesday and Thursday: 12:00 p.m.–8:00 p.m. (CT)
 Saturday: 10:00 a.m.–3:00 p.m. (CT)
 Closed Sunday

Main Number: 847-298-9533
 Main Fax: 847-298-9710

Bronx Quick Response Center

2359 Hollers Avenue
 Bronx, NY 10475

Monday, Wednesday and Friday: 10:00 a.m.–6:00 p.m. (ET)
 Tuesday and Thursday: 12:00 p.m.–8:00 p.m. (ET)
 Saturday: 10:00 a.m.–3:00 p.m. (ET)
 Closed Sunday

Main Number: 718-708-7020
 Main Fax: 718-708-7023

Tracy Quick Response Center

470 West Larch Road, Suite 10
 Tracy, CA 95304

Monday and Wednesday: 12:00 p.m.–8:00 p.m. (PT)
 Tuesday, Thursday and Friday: 10:00 a.m.–6:00 p.m. (PT)
 Saturday: 10:00 a.m.–3:00 p.m. (PT)
 Closed Sunday

Main Number: 209-832-4110
 Main Fax: 209-833-3650

Houston Quick Response Center

4702 N. Sam Houston Pkwy. W., Suite 130
 Houston, TX 77086

Monday, Wednesday and Friday: 10:00 a.m.–6:00 p.m. (CT)
 Tuesday and Thursday: 12:00 p.m.–8:00 p.m. (CT)
 Saturday: 10:00 a.m.–3:00 p.m. (CT)
 Closed Sunday

Main Number: 281-895-8193

Riverside Quick Response Center

7560 Jurupa Avenue
 Riverside, CA 92504

Monday and Wednesday: 12:00 p.m.–8:00 p.m. (PT)
 Tuesday, Thursday and Friday: 10:00 a.m.–6:00 p.m. (PT)
 Saturday: 10:00 a.m.–3:00 p.m. (PT)
 Closed Sunday

Main Number: 951-689-4444

Brooklyn Quick Response Center

919 Flushing Avenue
 Brooklyn, NY 11206

Monday, Wednesday and Friday: 10:00 a.m.–6:00 p.m. (ET)
 Tuesday, Thursday: 12:00 p.m.–8:00 p.m. (ET)
 Saturday: 10:00 a.m.–3:00 p.m. (ET)
 Closed Sunday

Main Number: 718-381-9610

Introduction

The following pages contain samples of forms which you may be required to use to communicate with Herbalife as you conduct your business. They are included to help you become familiar with them and to assist you in completing them. Please review them and become familiar with their use.

Downloadable and printable forms are also available online at MyHerbalife.com by clicking "Distributor Documents" in the "My Office" area on the home page. Then select "USA" from the drop-down menu.

Table of Contents

Introduction 36

Herbalife Advantage Program Order and Activation Form 37

Application for International Distributorship..... 38

Wholesale Product Order Form..... 40

Promote! & Literature Order Form..... 41

Retail Order Form 42

Supervisor Qualification Form 43

TAB Team Production Bonus Acknowledgement Form..... 44

Automatic Payment Service (APS) Authorization Agreement & Application 45

Change of Address Form..... 46

Request for Refund Form..... 47

Earnings Certification Form, Royalty Override/Production Bonus and 10 Retail Customers/70% Rule Documentation 48

Repurchase of Inventory..... 49

 Inventory Repurchase Request Form 50

 Product I Wish to Return 51

 Literature/Promotional Items I Wish to Return 52



HERBALIFE INTERNATIONAL OF AMERICA, INC.
 P.O. Box 80210
 Los Angeles, California 90080-0210
 Tel: (310) 410-9600

Sales Order Department/Distributor Relations
 Tel: (866) 866-4744
 TTY User: (800) 503-6180

IDENTIFICATION NUMBER

The number above is your Herbalife ID Number once your Application is accepted

APPLICATION FOR INTERNATIONAL DISTRIBUTORSHIP

Application must be completed accurately and in its entirety in order to be considered by Herbalife International

APPLICANT INFORMATION

Last Name First Name Middle Initial

Street Address (P.O. Box/Rural Route Number) If P.O. Box indicated, Legal/Fiscal Residence Address must be completed below.

City State ZIP Code

Country Code Area Code Day Phone Area Code Evening Phone Area Code Fax

Area Code Mobile Phone

What is your preferred language for certain communications when available?: English Spanish

Email Address (if applicable) Your email address must be unique and not shared by another Distributor. By providing your email address, you have consented to receive business-related email communications from Herbalife.

Date of Birth (month - spelled out) (day) (year) Applicant's Social Security Number or Individual Taxpayer Identification Number Spouse's Social Security Number or Individual Taxpayer Identification Number

Spouse's Last Name First Name Middle Initial

c/o - "In Care Of" Name (if applicable). If completed, Legal/Fiscal Residence Address must be completed below.

LEGAL/FISCAL RESIDENCE (IF DIFFERENT FROM ABOVE)

Street Address (cannot be a P.O. Box)

City State ZIP Code

Country Country Code Area Code Phone Number

SPONSOR'S INFORMATION

Sponsor's Name (print)

Phone

Sponsor's Herbalife ID Number

SUPERVISOR'S INFORMATION

Supervisor's Name (print)

Phone

Supervisor's Herbalife ID Number

AGREEMENT OF DISTRIBUTORSHIP

1. I apply to become an Independent Distributor of Herbalife products on the terms and conditions set forth below and on the back of this form, as well as the documents which are expressly incorporated into this Agreement of Distributorship. I will become a Distributor only when this Application for Distributorship is accepted by entering it into Herbalife's records at Herbalife's Home Office in Los Angeles, California, in its sole and absolute discretion. Until then, I am granted a provisional license to buy and sell Herbalife products.

2. If my spouse or I have previously owned or assisted in an Herbalife Distributorship, I will fill out the following:
 Distributorship ID/Name/Application Date _____, _____, ____/____/____. Date of last activity in connection with that Distributorship ____/____/____. I acknowledge that the Rules of Conduct and Distributor Policies require a one-year period of inactivity following:
 (a) non-payment of the Annual Processing Fee or (b) resignation of any prior Distributorship, and I represent and warrant to Herbalife that such period has passed.
 I also acknowledge that my spouse and I may not operate an Herbalife Distributorship other than this Distributorship for which we are applying. Failure to observe the period of inactivity may result in reactivation of the prior Distributorship and/or extension of the waiting period required prior to becoming eligible to sign an Application under a new Sponsor.
 Additionally, any Application processed prior to the completion of the waiting period may be deemed an invalid Distributorship. The corrective measure applied to protect the lines of sponsorship can cause significant lineage and monetary adjustments or fines, as well as the termination of the invalid Distributorship, all within the sole and absolute discretion of Herbalife.

3. I hereby represent, warrant and agree that I:
 a. Have received and have reviewed thoroughly the contents of a previously unopened Herbalife International Business Pack ("IBP") or Mini IBP. The Mini IBP is the basic package containing only explanatory materials and forms and product sample packages. The IBP includes Herbalife products in addition to the materials and forms in the Mini IBP.
 b. Am not relying upon any representations as to the financial results I might achieve.
 c. Am aware that the only required purchase to become, succeed or advance as an Herbalife Independent Distributor is the Mini IBP.
 d. Although a Distributorship is not employment, I confirm that I am authorized to work in the United States.
 e. Have received and reviewed the Statement of Average Gross Compensation of U.S. Supervisors and the Policy Statement on Business Methods, both of which are contained in the Mini IBP and the IBP and which are available on www.MyHerbalife.com or upon request from my Sponsor or the Distributor Relations Department.

(For additional important terms and conditions, see the back of this form.)

Applicant's Signature: _____
 I hereby acknowledge that I have reviewed and understand the terms and conditions set forth above and on the back of this form and agree to be bound by them.

Month Day Year

AGREEMENT OF DISTRIBUTORSHIP (CONTINUED)

4. The Herbalife International Business Pack ("IBP"), contains (among other things) the Rules of Conduct and Distributor Policies, the Sales and Marketing Plan, Ordering Procedures and Sample Forms. Those documents and such other rules and policies as Herbalife has published, or in the future may publish, together with such modifications and amendments as Herbalife shall make from time to time in its sole and absolute discretion (collectively, the "Rules"), are each hereby incorporated into this Agreement of Distributorship (each in its then most recently published form).
5. The term of my Distributorship will be indefinite, subject to procedures, requirements and processing fees as Herbalife shall determine in its sole and absolute discretion. I may cancel the Distributorship at any time by notifying Herbalife in writing that I wish to do so. Following termination of my Distributorship, I have the right to resell to Herbalife unused and resalable products purchased from Herbalife and unused and resalable portions of the IBP, subject to the limitations, terms and conditions set forth in the Rules.
Montana Residents: A Montana resident may cancel his or her Distributor Agreement within 15 days from the date of enrollment, and may return his or her Distributor Kit (IBP) for a full refund within such time period.
6. Herbalife may terminate my Distributorship if it determines I have violated this Agreement (including without limitation the Rules or applicable law). It may suspend or take other action regarding my Distributorship, in its sole and absolute discretion subject only to the limitations explicitly set forth in the Rules.
7. As an Herbalife Independent Distributor:
 - a. I will use my best efforts to promote the sale of Herbalife products to consumers in a manner that enhances the reputation of Herbalife. My success will only come from my sales of Herbalife product for consumption and those of persons I have sponsored, directly or indirectly.
 - b. I will not engage in any deceptive, unfair or illegal practice. I must comply with all local, state and federal laws and regulations that apply to the Herbalife business and shall not engage in any practice or activity that could discredit or damage the image or reputation of Herbalife. This applies not only to the laws where I live but also to any country where I conduct the business as a result of taking advantage of Herbalife's International Sponsoring. I will indemnify, defend and hold harmless Herbalife from any cost or liability relating to any breach of this Agreement or violation of applicable law. Herbalife may offset against amounts which would otherwise be due to me reasonable amounts to cover such indemnity.
 - c. I will comply with Herbalife's Rules of Conduct and Distributor Policies published in the countries I operate.
 - d. I will conduct my Herbalife business as a self-employed independent contractor (determining my own schedule and objectives, responsible for my own expenses and any applicable taxes – including self-employment taxes), not as an employee, agent, franchisee, securities holder, joint venturer, fiduciary or beneficiary of Herbalife or any other Distributor. I will not be treated as an employee with respect to such services for federal or state tax purposes or any other purpose, and will assert no position to the contrary.
 - e. If I sponsor others to become Distributors, I will do so in an ethical and lawful manner, and I will thereafter continue to sell and promote the sale of Herbalife products for consumption, will use my best efforts to train, assist and support those I sponsor to do the same and will communicate and lead by example. I will make no representations about Herbalife's products or income opportunity except in compliance with Herbalife's Rules and applicable law. I may not order product primarily to qualify to earn compensation, as opposed to purchases for my own consumption and amounts I consider reasonable to service my customers.
 - f. Herbalife International of America, Inc., P.O. Box 80210, Los Angeles, CA 90080, collects certain personal identifiable information about its Distributors. It does so to fulfill its obligations under the Distributor relationship and to provide its Distributors with the products and services requested. I understand my information may be used to send me materials about Herbalife products and services, or other commercial information, including information on products of Herbalife's business partners.
8. During the term of my Distributorship:
 - a. And, thereafter for so long as they have economic value, my spouse and I will hold in confidence and trust for the exclusive benefit of Herbalife any trade secrets, formulas, business plans, or confidential or proprietary business information (including, without limitation, genealogies and other compilations of identifying and other data relating to other Distributors or customers), and any other information of commercial value relating to other Distributors or customers, provided by Herbalife or which I develop or obtain while a Distributor, and I will not use them, directly or indirectly, for any purpose other than the conduct of my Herbalife Distributorship.
 - b. And, for one (1) year thereafter, neither my spouse nor I will, directly or indirectly (through or by means of any person, entity or artifice), solicit, promote, sponsor or recruit any Herbalife Distributor or any customer of Herbalife of whom I became aware in the course of my Herbalife Distributorship, to join, promote, sell or purchase products of, or participate (as a salesperson or otherwise) in any multi-level marketing or direct sales company and I will not encourage anyone to do what I have agreed not to do.
 - c. And, in perpetuity thereafter, I will use Herbalife's trade name, logo, trademarks and intellectual property only if and to the extent expressly permitted by Herbalife in writing.
9. Neither this Distributorship nor any interest therein may be assigned or transferred, voluntarily or involuntarily, except as provided in the Rules and then only with the prior written consent of Herbalife, given (and if so, on such terms and conditions specified by Herbalife) or withheld by Herbalife in its sole and absolute discretion.
10. Herbalife is a family-oriented business that expects its Distributors to conduct themselves with the highest ethics and integrity. I agree to do so. I represent and warrant that I have not been convicted of a crime involving dishonesty or violence to others.
11. PRIVATE STATUTE OF LIMITATIONS AND CHOICE OF LAW AND FORUM. Despite any law or equitable doctrine or authority to the contrary, any Claim must be brought within one (1) year from the date the person or entity asserting the Claim first knew, or through the exercise of reasonable diligence should have known, that the Claim existed. Any Claim shall be resolved exclusively in a judicial proceeding in either the Superior Court or the United States District Court, both located in Los Angeles, California. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the domestic law of the State of California without the application of conflict of law principles.
Louisiana Residents: Notwithstanding the foregoing, a Louisiana resident may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
12. MISCELLANEOUS LEGAL PROVISIONS:
 - a. Neither Herbalife nor I shall be liable for any incidental or consequential damages caused by breach, termination or suspension of this Agreement, whether or not the possibility of such damages is known by either Party, and no punitive or exemplary damages shall be awarded against either of us in any dispute against the other except as explicitly required by California statute.
 - b. This Agreement (including documents incorporated herein, in their then published form) constitutes the entire Agreement between Herbalife and me.
 - c. If any one or more of the provisions contained herein shall for any reason be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provisions shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision.
 - d. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs and permitted successors in interest.
13. Neither I or my spouse, nor any other person assisting in my Distributorship will directly or indirectly (through or by means of any person, entity, or artifice) conduct any Herbalife business activities with an individual who (i) is (or whom I have reason to believe is) a citizen of Iran, Sudan, Cuba, or North Korea (regardless of place of residence); (ii) is a resident of, or operates businesses in Iran, Sudan, Cuba or North Korea; or (iii) who is believed to onsell to citizens or residents of Iran, Sudan, Cuba or North Korea. Business activities include but may not be limited to the following:
 - promoting the Herbalife business opportunity;
 - sponsoring Herbalife Distributors;
 - promoting or selling Herbalife products; or
 - encouraging others to do what is prohibited under this ruleViolation of this rule shall result in termination of the Distributorship.

Please mail/fax this completed form using the information below:

Herbalife International of America, Inc.
950 West 190th Street
Torrance, CA 90502-1001

Distributor Relations: (866) 866-4744
Fax: (310) 258-7112

SUPERVISOR QUALIFICATION FORM

Date: _____

Fully Qualified Supervisor:

Only one (1) Supervisor Qualification Form is required for each leg qualifying in your organization. Please submit this Form to your Distributor Relations Department no later than the 5th of the month following your Distributor's qualifying orders. Please attach copies of the original Distributor Applications for each of the Distributors qualifying in your organization.

Please mark the appropriate box(es) below

Qualifying Month/Year: _____

<p>*One-Month Qualification <input type="checkbox"/></p> <p>Achieve a minimum of 4,000 Volume Points in one calendar month, of which at least 1,000 Volume Points are Unencumbered Volume Points (i.e., not used by another Distributor to qualify).</p>	<p>Two-Month Qualification <input type="checkbox"/></p> <p>FIRST MONTH OF A TWO-MONTH QUALIFICATION: <input type="checkbox"/> Achieve a minimum of 2,500 Volume Points in one calendar month, of which at least 1,000 Volume Points are Unencumbered Volume Points.</p> <p>SECOND CONSECUTIVE MONTH OF A TWO-MONTH QUALIFICATION: <input type="checkbox"/> Achieve a minimum of 2,500 Volume Points in one calendar month, of which at least 1,000 Volume Points are Unencumbered Volume Points.</p> <p>When completing a two-month qualification, an application must be turned in separately each month.</p> <p>*50% status applies on the 1st of the month following the completion of your two-month qualification.</p>	<p>Qualifying With Organization <input type="checkbox"/></p> <p>Did your downline qualify with their organization? Please list below the names, Herbalife ID numbers and Unencumbered Volume Points of the Distributors qualifying in this organization.</p> <p>Each Distributor must have a minimum of 1,000 Volume Points that are not being used by another Distributor becoming a Supervisor (Unencumbered Volume Points). The bottom Distributor in the organization must have 4,000 Volume Points for a one-month qualification or a minimum of 2,500 Volume Points for a two-month qualification.</p>
---	--	---

If there are more Distributors qualifying in this organization, please add to the chart as appropriate, and attach additional Distributor information (i.e., Name, Herbalife ID number and Volume Points) or complete a new form. Please complete a separate form for each new leg qualifying.

FULLY QUALIFIED SUPERVISOR

1ST LEVEL

1-Month

1st Month

2nd Month

2ND LEVEL

1-Month

1st Month

2nd Month

3RD LEVEL

1-Month

1st Month

2nd Month

4TH LEVEL

1-Month

1st Month

2nd Month

Please check one box for each Distributor qualifying

Fully Qualified Supervisor Name	
Herbalife ID Number	
Telephone Number	
Fully Qualified Supervisor: Please write the name, Herbalife ID number and Volume Points below for each Distributor qualifying in your organization.	

1st Level:

Distributor Name	
Herbalife ID Number	
Unencumbered Volume Points	

2nd Level:

Distributor Name	
Herbalife ID Number	
Unencumbered Volume Points	

3rd Level:

Distributor Name	
Herbalife ID Number	
Unencumbered Volume Points	

4th Level:

Distributor Name	
Herbalife ID Number	
Unencumbered Volume Points	

*Don't forget to call Distributor Relations Toll-Free at (866) 866-4744 to place these qualifying Distributors at Temporary 50% status.



HERBALIFE®

Automatic Payment Service (APS) Authorization Agreement & Application

Attach voided check or deposit slip here

I authorize HERBALIFE INTERNATIONAL (HERBALIFE) to begin deductions from my account with the financial institution named for payment of my Herbalife product, literature and/or sales promotion orders (Herbalife orders).

This authorization will remain in effect until properly revoked by me in writing. I understand that my right to stop automatic payment of my HERBALIFE orders will be effective upon receipt of timely written notice by HERBALIFE and/or my designated financial institution prior to the time my account is charged. I understand that HERBALIFE and/or the financial institution indicated reserve the right to end this payment plan and my participation therein upon dispatch of timely written notice.

APS IS AVAILABLE TO SUPERVISORS WHO HAVE BEEN QUALIFIED FOR 30 DAYS OR MORE.

**NOTE: IMPORTANT INFORMATION BELOW - PLEASE COMPLETE
ONE APS APPLICATION PER DISTRIBUTORSHIP**

()

Please print your name (as shown on financial institution records) Daytime Telephone Number

Home Address Street City State Zip Code

Email Address

Name and ID Number on HERBALIFE Distributor Application (please print) Social Security Number or Individual Tax identification Number

Indicate four-digit code number (must be numerical, no letters) to be used for verification*

Signature (Primary Distributor) If Joint Account (Other Signature) Date

Please allow 15 days for processing

IMPORTANT: To avoid delay in processing, you must attach a check marked "VOID," or a savings account deposit slip (most savings accounts only allow a limited number of deductions per month) with your bank's routing number and your account number noted on the deposit slip. In addition, please verify this information with your bank especially if using a credit union account as the transit routing number may be different than what is on your check or deposit slip. Please fill in the spaces provided below:

Transit Routing Number (9 digits) Bank Account Number
Checking Savings

()

Name of Your Bank, Savings & Loan, etc. City, State Bank Telephone #

* Please fill in the boxes provided with a four-digit Personal Identification Number (PIN). (You decide the code- it may be a birth date, anniversary date, etc.) Please remember your PIN and refer to it each time you place an APS Phone-In Order. Please keep a copy of this Agreement & Application form for your records.

**RETURN THIS ENTIRE PAGE TO: HERBALIFE WORLD HOME OFFICE
ATTN: ACCOUNTS RECEIVABLE DEPARTMENT
P.O. BOX 80210
LOS ANGELES, CA 90080-0210**

Supervisors have Herbalife's permission to duplicate this document.
©2007 Herbalife International of America, Inc. All rights reserved.



HERBALIFE INTERNATIONAL OF AMERICA, INC.
 Main Phone: (310) 410-9600
 Distributor Relations: (866) 866-4744
 TTY Users: (800) 503-6180

Los Angeles Distribution Center
 18431 S. Wilmington Ave.
 Carson, CA 90746

REQUEST FOR REFUND FORM

Memphis Distribution Centers
 5025 Crumpler Road
 Memphis, TN 38141

HERBALIFE DISTRIBUTOR

Within 30 days following the refund to your Customer, this form must be completely and accurately filled out, signed and returned **in duplicate** to your nearest Herbalife Distribution Center, along with a copy of your Customer's Retail Order Form, **and the unused portion of the product, or the original product labels, or the empty product containers.** Note: All of the items listed above are required in order to process this request.

Herbalife ID Number _____

Distributor's Name _____

Distributor's Address _____

City State Zip Code _____

Phone _____

Please indicate the shipping address for your replacement product.
 Same as Distributor's address

Name _____

Address _____

City State Zip Code _____

I certify that on this date ___/___/___ I have refunded the Customer (stated below) for the sum of \$ _____, or upon their request, I have issued my Customer full credit toward the purchase of other Herbalife products. (Please refer to the Herbalife Satisfaction Guarantee in the Career Book for detailed requirements.)

Distributor's Signature: _____ Date: ___/___/___

HERBALIFE CUSTOMER

Name _____

Address _____

City State Zip Code _____

Phone _____

Please state the reasons you were dissatisfied with the products:

After trying the Herbalife® product for: 1 week 2 weeks 3 weeks 4 weeks

In accordance with Herbalife's 30-Day Money-Back Guarantee: I herewith return a copy of my Retail Order Form, along with **the unused portion of the product, or the original product labels, or the empty product containers**, to my Herbalife Distributor, for:

- A full credit toward the purchase of other Herbalife products, or
- A full refund of the purchase price indicated below.

I certify, on this date ___/___/___ I requested a refund or credit toward the purchase of other Herbalife products in the amount of \$ _____, and I acknowledge receiving the:

- Refund
- Full credit toward other Herbalife products

Customer's Signature: _____ Date: ___/___/___

HERBALIFE DISTRIBUTION CENTER

- LADC
- Memphis

Within 30 days following the Distributor's refund to the Customer, the Distribution Center has:

- Received **the unused portion of the product, or the original product labels, or the empty product containers**
- Received the Retail Order Form.
- Replaced the identical product and shipped to the Distributor.

Returns Clerk Signature: _____ Date: ___/___/___

Description of Return

Shipped By

Pick up

30-Day Money-Back Guarantee



Herbalife International of America, Inc.
P.O. Box 80210
Los Angeles, California 90080-0210
Tel: (310) 410-9600

**EARNINGS CERTIFICATION FORM
ROYALTY OVERRIDE/PRODUCTION BONUS and
10 RETAIL CUSTOMERS/70% RULE DOCUMENTATION**

This form must be completed and submitted to Herbalife monthly to comply with the 10 Retail Customers and 70% Rules. Listed below are several methods the Form can be submitted to Herbalife. No matter which method is chosen, **the form must be received by Herbalife no later than the fifth of each month** for the prior month's activity. (**Note:** Mail must be postmarked no later than the last day of the month).

METHODS TO SUBMIT THE FORM:

1. **Download the form:** [Log on to] [MyHerbalife.com](#) [Click on] [MyOffice](#) [Click on] [Distributor Documents](#)
2. **Submit the form electronically:** [Log on to] [MyHerbalife.com](#) [Click on] [MyAccounts & Reports](#) [Click on] [Submit 10 Customers Form](#)
3. **By Mail:**
Herbalife International of America, Inc.
P.O. Box 80210
Los Angeles, CA 90080-0210
4. **By Fax:** 310-216-5147

In addition to all the existing Royalty Override requirements, you must also comply in a timely manner with the 10 RETAIL CUSTOMERS and 70% RULES in order to receive your Royalty Override/Production Bonus payments.

The 10 RETAIL CUSTOMERS RULE means that you must make not less than one sale at retail to each of 10 customers during a given month.

Other activities that can count towards this requirement are:

A sale to a first line Distributor with up to 200 personally purchased Volume Points (and no downline Distributors) which may be counted as a sale to one (1) retail customer; and

** A Nutrition Club member who consumed products during ten (10) visits to a Nutrition Club within one Volume month, which may be counted by the Nutrition Club operator as a sale to one (1) retail customer.*

The 70% RULE means that at least 70% of the total value of products you purchase each month must be sold or consumed, each month. Sales may be to retail customers, or wholesale to downline Distributors. For the purpose of this rule, consumption means product consumed at Nutrition Clubs.

EACH OF THESE REQUIREMENTS MUST BE MET OR ROYALTY OVERRIDE/PRODUCTION BONUS EARNINGS WILL NOT BE PAID

I certify that during the month of _____, in the year of _____ I have fulfilled the requirements outlined in the box above.

And will, upon request (for verification purposes) furnish to Herbalife the following information concerning such customers: names, addresses, phone numbers, email addresses and copies of retail receipts (and/or in the case of Nutrition Club activities, a log of member visits inclusive of member names, dates of visits, contact information). I agree to maintain all such records for a period of two (2) years.

My total personal retail sales for the month total: \$ _____

Please Print Name: _____ Herbalife ID Number: _____

Signed: _____ Date: _____

The opportunity to be an Herbalife Independent Distributor is entirely voluntary. A resigning Distributor may return unused products or sales materials, which are unopened and in resalable condition, for repurchase by Herbalife if the products were purchased from Herbalife within the last 12 months and the resigning Distributor provides proof of purchase. Reimbursement to the Distributor will be issued for the full amount paid for the returned product by the Distributor, less appropriate setoffs. Shipping paid on the original order and for returning those items to Herbalife will not be reimbursed.

Herbalife will deduct the amount of Royalty Overrides, Commissions, Production Bonuses and any other earnings or benefits paid on the returned products from the appropriate Distributors, and adjust qualifications as necessary.

Distributors residing in Georgia, Maryland, Massachusetts, Puerto Rico, and Wyoming may exceed the 12-month repurchase period, provided all the above criteria have been met.

How to Initiate a Repurchase of Inventory

- Under Rule 10-D “Inventory Repurchase” of the Rules of Conduct and Distributor Policies, as amended from time to time, a Distributor may have the right to have Herbalife repurchase resalable inventory that was purchased from Herbalife, under certain terms and conditions.
- To initiate a repurchase of inventory the first step is to complete the required forms for the Repurchase of Inventory that follow.
- The forms may be mailed, emailed or faxed to:

Mailing Address

Herbalife International of America, Inc.
Attention: Refunds & Repurchase Department
 950 W. 190th St.
 Torrance, CA 90502-1001

Email Address

DS_CSSupport@Herbalife.com

Fax Number

310-258-7155

- The forms must be accompanied by or preceded by a signed resignation letter, or instead of the resignation letter, the completed and signed Inventory Repurchase Request Form will be accepted by Herbalife as your resignation letter.

Return Product Authorization

- If you have met the requirements specified on the Inventory Repurchase Request Form, and submitted your forms to Herbalife via any of the methods described above, we extend the opportunity for you to return your inventory to any of the following Distribution Centers of your choice:

Herbalife International of America, Inc.

Los Angeles Distribution Center

18431 S. Wilmington Avenue
 Carson, CA 90746
 310-952-0100, extension 45817

or

Herbalife International of America, Inc.

Memphis Distribution Center

5025 Crumpler Road
 Memphis, TN 38141
 901-795-5056

- Please be aware that all terms and conditions must be met, and to avoid handling delays, your shipment should be prepared as indicated below:
 - Each side of your package must reflect the letters “BB” followed by your Herbalife Identification Number in large print (i.e., BB1000000000).
 - Herbalife highly recommends that you insure your shipment.
- Once Herbalife has processed the return, the payment due will be issued.
- If you wish to hand deliver your inventory to the warehouse, please contact them directly for hours of operation.
- Herbalife will have no responsibility for items shipped that are outside of Rule 10-D “Inventory Repurchase,” and guidelines provided.

For questions regarding the process, please contact Herbalife’s Distributor Relations Department toll-free at 866-866-4744, or Herbalife’s Repurchase Department at extension 43132.



HERBALIFE INTERNATIONAL OF AMERICA, INC.
 Attn: Refunds and Repurchase Department
 950 W. 190th St.
 Torrance, CA 90502-1001

Inventory Repurchase Request Form

(This form is required.)

This form must be signed, dated, and returned to Herbalife to initiate your request.

To process your request, please provide Herbalife with the details requested, if you have not already done so.

- I hereby permanently resign as an Herbalife Independent Distributor.
- I understand that only unopened and resalable products or sales materials which were purchased from Herbalife within the last 12 months* are eligible for resale to Herbalife, and are in all other respects in accordance with Rule 10-D "Inventory Repurchase" of the Herbalife Rules of Conduct and Distributor Policies.
- I understand my reimbursement will be issued for the full amount I paid for the products less appropriate setoffs and legal claims. I understand that reimbursement will not include the shipping fees paid on the original order or the shipping costs paid to return those items to Herbalife.
- I understand that I will be refunded via the same method of payment that was used when I originally bought the merchandise. (If paid by check, money order or wire transfer, the reimbursement will be refunded with a check. If paid by credit card, the same credit card will be refunded.)
- I understand that Herbalife reserves the right to determine which products and quantities fall within the limits of Herbalife's repurchase of inventory policy. I will return only items that are unopened and in resalable condition, that were purchased within the last 12 months, and which comply with Rule 10-D. I understand that Herbalife will have no responsibility for items returned that fall outside Rule 10-D and the guidelines provided, and that Herbalife will not pay for or assume responsibility for returning items that are not repurchased.
- I have included proof of purchase for this merchandise (copies of credit card statements, money orders or cancelled checks).
- I understand that if within 90 days after the acceptance of my Application for Distributorship in Herbalife's records, I decide not to continue as a Distributor, I also may return to Herbalife the official Distributor Kit (IBP) whether or not in resalable condition.

By my signature, I acknowledge and agree to the above.

 (Name - Please Print)

 (Herbalife Identification Number)

 (Signature)

 (Date)

- If you agree to the terms and meet the requirements specified above, you may return your inventory to any of the following Distribution Centers of your choice:

Herbalife International of America, Inc.
 Los Angeles Distribution Center
 18431 S. Wilmington Avenue
 Carson, CA 90746
 310-952-0100, ext. 45817

OR

Herbalife International of America, Inc.
 Memphis Distribution Center
 5025 Crumpler Road
 Memphis, TN 38141
 901-795-5056

Please refer to the Return Product Authorization section for more details.

*May be longer for residents of Georgia, Maryland, Massachusetts, Puerto Rico and Wyoming.

POLICY STATEMENT ON EXPENDITURES BY NEW DISTRIBUTORS

One of the unique and wonderful things about becoming an Herbalife Distributor is that no investment is required to start or grow your Herbalife business and that you can choose for yourself how to pursue the many opportunities afforded by Herbalife products and the Herbalife Sales & Marketing Plan. The only required expenditure is the purchase of the International Business Pack.

As with any business, you may be attracted to spend or invest more than the minimum and just as with any business, you should be cautious about spending or committing. You should ask yourself questions.

- **For example, “Should I buy a large starting inventory?”** Our advice is not to purchase product beyond your own needs and amounts you are confident you can resell within a reasonable amount of time.
- **Another example, “Should I buy services and products that might be helpful in recruiting other Distributors?”** These are typically referred to as “Sales Aids” or “Business Methods” and include, but aren’t limited to, advertising and prospect lists or leads.

Our advice is that you should first gain significant experience with Herbalife products and the Marketing Plan before you purchase sales aids, especially advertising and leads. Your upline is expected to provide support, encouragement and training regardless of whether you buy such services or materials. In addition, Herbalife offers training materials for its Distributors relating to product, product merchandising and business skills. However, if you freely choose to purchase sales aids, we urge you to spend no more than a reasonable proportion of the earnings generated from your Herbalife business. As with all business expenditures, be prudent.

Business Methods are not produced, approved or endorsed, by Herbalife, and Herbalife assumes no responsibility, with regard to their purchase, sale or use.

A number of Business Methods have been registered with Herbalife and as a part of that procedure (which does not constitute approval or disapproval by Herbalife) have provided a favorable opinion letter from a reputable and competent Multilevel Marketing (MLM) lawyer about whether the content and methods employed by the Business Method comply with the law and our rules. You can check if a Business Method has been registered with Herbalife by visiting MyHerbalife.com under the following headings: Business Methods Registration Advisory under My Office / Distributor Policies / Business Methods.

In contrast, some Business Methods have not been registered with Herbalife and there may have been little or no legal review of their content and methods.

- Using or selling those Business Methods which do not strictly comply with the law and Herbalife’s rules, may put you in violation of Herbalife rules and/or applicable law.
- For that reason, we urge Distributors against purchasing or using Business Methods (including, but not limited to, advertising and leads) from any person or company that has not registered them with Herbalife.
- **Another example, “Should I sign a lease and buy the fixtures and other things needed to open a Nutrition Club or an Herbalife Office?”** Our advice is that you should observe and study how Nutrition Clubs or Offices operate and carefully consider whether to engage in a large expenditure or enter into what could be a substantial obligation in the form of a lease, before you do so.

No aspect of the Herbalife business is or may be considered a franchise and you should therefore never be asked for payment to buy the “right” to open or operate your own Nutrition Club or office. Similarly, you should not pay anyone to set up a Nutrition Club or an office for you. However, if you work out of another Distributor’s Club or Office, it is normal to pay a reasonable rental fee for space or a workstation or to pay a reasonable percentage of the Club’s or office’s operating expenses.

- **And, lastly, “Should I incur debt to pursue the Herbalife opportunity?”** One of the unique aspects of the Herbalife Marketing Plan is that you can achieve the level required to earn Royalties and Production Bonuses by building a solid customer base and without purchase of inventory other than that required to service your customers and for your own personal consumption. As a result, it is not necessary and we discourage incurring debt to pursue the Herbalife opportunity.

Our founder, Mark Hughes, founded Herbalife on the principle that success in Herbalife was only limited by your own hard work and imagination. After more than 30 years, that principle is still true today and we hope that all new Distributors will bear this in mind as you evaluate expenditures in your Herbalife business.

Introduction

These Rules of Conduct and Distributor Policies have been established for your protection. They represent the code of ethics and standards by which all Herbalife Independent Distributors (hereinafter referred to as “Distributors”) must operate. Herbalife has the sole and absolute discretion to amend (on a prospective basis) the Rules of Conduct and Distributor Policies and such other Rules and Policies Herbalife has published, or in the future may publish. It is your responsibility to read and understand Herbalife’s Rules and Distributor Policies so you are fully aware of your rights and obligations as an Herbalife Distributor. We believe Herbalife’s products and Marketing Plan are the best in the industry. We also believe in our Distributors and in supporting them by working together to uphold the highest possible ethical standards. We are committed to maintaining the integrity of Herbalife, its Sales & Marketing Plan and its global distribution network of Distributors. In its sole and absolute discretion, Herbalife may impose any remedy or sanction it determines best addresses any breach of the Rules of Conduct and Distributor Policies. Herbalife also reserves the right in its sole and absolute discretion to waive wholly or partially, or to pardon or forgive wholly or partially, any breach of any of the rules contained in this section.

Table of Contents

Introduction	54
Section 1 Becoming a Distributor and the Distributor Agreement	
Rule 1-A Becoming a Distributor.....	59
Rule 1-B Applications From Former Distributors	59
Section 2 Requirements of Applicant	
Rule 2-A Restrictions on Purchase Requirements.....	59
Rule 2-B Payment for Information	59
Section 3 Age Requirements for a Distributor	
Rule 3-A Applicant Must Be 18 Years of Age	59
Rule 3-B Minor Distributorships	59
Section 4 Individuals Limited to One Distributorship	
Rule 4-A One Distributorship Per Person	60
Rule 4-B Applicant/Spouse or Individual Assisting in the Distributorship Is a Former Distributor.....	60
Rule 4-C Responsibility for Individuals Assisting in a Distributorship.....	60
Rule 4-D Determination and Penalty for Dual Distributorships.....	60
Section 5 Distributors Who Are Married	
Rule 5-A Married Couples May Have Only One Distributorship.....	60
Rule 5-B Couples Becoming Distributors Together	60
Rule 5-C A Distributor Who Marries	60
Rule 5-D Two Distributors Who Marry.....	60
Rule 5-E Liability of Married Distributorship	61
Rule 5-F Resignation of Spouse	61
Rule 5-G Responsibility of Married Distributor.....	61
Section 6 Corporations and Partnerships	
Rule 6-A Distributorships Must Be Individuals	61

Section 7	Remaining a Distributor	
Rule 7-A	Annual Processing Fee.....	61
Rule 7-B	Acceptance of Annual Processing Fee.....	61
Rule 7-C	Non-Payment of Annual Processing Fee.....	61
Rule 7-D	Period of Inactivity.....	61
Rule 7-E	Annual Processing Fee Is the Responsibility of the Distributor.....	62
Section 8	Distributor Conduct	
Rule 8-A	Inducement to Sell Other Products or Services.....	62
Rule 8-B	May Not Associate Other Organizations With Herbalife.....	62
Rule 8-C	Keep Informed of Herbalife’s Policies.....	62
Rule 8-D	Comply With the Laws.....	63
Rule 8-E	Independent Distributors.....	63
Rule 8-F	False or Misleading Information.....	63
Rule 8-G	Maintaining Reputation and Image of the Company.....	63
Rule 8-H	Indemnity.....	63
Rule 8-I	Choice of Law, Damages	63
Rule 8-J	Violations of Rules of Conduct.....	63
Rule 8-K	Reporting Violations of Rules of Conduct	63
Rule 8-L	Marketing Plan Manipulation and Improper Enrollment Practices	63
Rule 8-M	Interviews or Statements to Media	64
Section 9	Export	
Rule 9-A	Activities in Countries or Territories Which Herbalife Has Not Announced as Officially Open for Business	64
Rule 9-B	Herbalife-Related Activities in Open Countries (Other Than China).....	64
Rule 9-C	Penalties for Violations.....	65
Section 10	Resignation of a Distributor	
Rule 10-A	Conditions of Resignation	65
Rule 10-B	Resigning Within 90 Days	65
Rule 10-C	Liability for Unpaid Debts	65
Rule 10-D	Inventory Repurchase	65
Section 11	Sponsoring and Leadership	
Rule 11-A	Training.....	66
Rule 11-B	Independent Relationship.....	66
Rule 11-C	Support Company-Sponsored Events	66
Rule 11-D	Maintain Permanent Address.....	66
Rule 11-E	Ensure Proper Preparation of Distributor Documents.....	66
Rule 11-F	Ensure Understanding and Compliance With Customer Refund Policy	66
Section 12	Protecting and Maintaining Lines of Sponsorship	
Rule 12-A	Changes in Sponsorship.....	66
Rule 12-B	Inducement to Change Sponsors.....	66
Rule 12-C	Applying for Change of Sponsorship.....	66
Rule 12-D	Penalty for Violation of the Change of Sponsorship Rule	67
Section 13	Assignment, Sale or Transfer of Distributorship	
Rule 13-A	Not Permitted Without Prior Written Consent From Herbalife.....	67
Rule 13-B	May Only Be Assigned or Transferred to a Non-Herbalife Distributor.....	67

Rule 13-C	Retention of Status and Benefits	67
Rule 13-D	Rule for Rejoining the Company	67
Section 14	Distributors Who Divorce or Separate	
Rule 14-A	Establishing a New Distributorship	68
Rule 14-B	Removal of Spouse's Name/Transfer Due to Divorce.....	68
Rule 14-C	Joining Under a Different Sponsor/Participating in Another Distributorship	68
Rule 14-D	Rights to Continue a Distributorship Under the Same Sponsor	68
Rule 14-E	Requirements to Earn, Recognition, and Events	68
Rule 14-F	Annual Processing Fee and Requalification of Status.....	69
Rule 14-G	Requests to Modify Earnings Distribution of the Original Distributorship and Other Changes.....	69
Rule 14-H	Authority of a Legal Decision	69
Rule 14-I	Impact of Policy Violations	70
Rule 14-J	Transfers.....	70
Rule 14-K	Re-Marriage/Multiple Divorces.....	70
Section 15	Disposition of a Distributorship	
Rule 15-A	Inheritance.....	70
Section 16	Purchasing and Sale of Products	
Rule 16-A	Proper Purchasing	71
Rule 16-B	Orders Purchased at 50% Discount.....	71
Rule 16-C	Buying and Selling Products Outside Proper Line of Sponsorship	71
Rule 16-D	Orders Must Be Paid by Purchaser.....	71
Rule 16-E	Unacceptable Forms of Payment.....	71
Section 17	Customer Retail Receipts and the Customer Refund Policy	
Rule 17-A	Providing Retail Receipts to Customer	71
Rule 17-B	Customer Refund Policy.....	71
Section 18	Payments and Adjustments	
Rule 18-A	Product Distribution.....	71
Rule 18-B	The 10 Retail Customers Rule	72
Rule 18-C	The 70% Rule.....	72
Rule 18-D	Commission Payments for Downline Distributors	72
Rule 18-E	Maintenance of Records	72
Rule 18-F	Debts Owed to Herbalife	72
Rule 18-G	TAB Team Production Bonus	72
Section 19	Activities and Locations	
Rule 19-A	Retail Establishments	73
Rule 19-B	Distributor's Private Offices	73
Rule 19-C	Doctor's or Other Professional Offices	73
Rule 19-D	Service Establishments	73
Rule 19-E	Trade Fairs, Athletic and Community Events.....	73
Rule 19-F	Swap Meets, Flea Markets, Open-Air Markets, Street/Vendor Carts.....	73
Section 20	Sponsoring and Offering the Business Opportunity	
Rule 20-A	Franchises or Territories.....	74
Rule 20-B	Offering the Business Opportunity	74

Section 21	Selling Practices	
Rule 21-A	Undesirable Selling Practices	75
Rule 21-B	Product Sales to Non-Distributors for Resale.....	75
Rule 21-C	Modifications to Labels and Materials	75
Rule 21-D	Directions for Use	75
Rule 21-E	Product Storage.....	75
Section 22	Claims and Representations	
Rule 22-A	Audio and Visual Presentations	75
Rule 22-B	Weight-Loss Claims	75
Rule 22-C	Structure/Function Claims	75
Rule 22-D	Product Claims	75
Rule 22-E	Earnings Claims and Testimonials and Compliance With the Law.....	76
Rule 22-F	Home-Based Business Claims	76
Rule 22-G	Claims Regarding Relationship Between Herbalife and Herbalife Distributors.....	76
Section 23	Use of Copyrights, Trademarks, Trade Names and Logos	
Rule 23-A	Copyright Infringement	76
Rule 23-B	Consent for Reproduction	76
Rule 23-C	Trademarks, Trade Names and Logos	77
Rule 23-D	Use of Herbalife Name in TV, Radio, Magazines or Newspapers.....	77
Rule 23-E	Toll-Free Telephone Numbers	77
Rule 23-F	For Use Only With Herbalife Business	77
Rule 23-G	Mark Hughes	77
Rule 23-H	Addresses.....	77
Section 24	Advertising and Promotion	
Rule 24-A	Approved Advertisements and Promotional Materials.....	77
Rule 24-B	Local Laws	77
Rule 24-C	Price Advertising	77
Rule 24-D	Telephone Directory Listings.....	78
Section 25	Posting Advertising Materials	
Rule 25-A	Posting Locations	78
Rule 25-B	Pull-Tabs, Flyers and Hot Pockets.....	79
Rule 25-C	General Rules	79
Rule 25-D	Penalties for Violations	79
Section 26	Electronic Marketing and Promotion	
Rule 26-A	Must Disclose Relationship to Herbalife on Home Pages Featuring Corporate Logos/Marks	79
Rule 26-B	Domain Names, Email Addresses and Websites.....	79
Rule 26-C	Hyperlinking and Associations.....	79
Rule 26-D	Associating Other Organizations	80
Rule 26-E	Email.....	80
Rule 26-F	Discontinuance of Emailing.....	81
Rule 26-G	Search-Engine Advertising	81
Rule 26-H	Obtaining Priority or Preference With a Search Engine	82
Rule 26-I	Offering Web Services.....	82
Rule 26-J	Offering Herbalife Products for Auction.....	82
Rule 26-K	International Business	82
Rule 26-L	Privacy Statements	82

Rule 26-M	Consumer Data	82
Rule 26-N	Standard of Personal Conduct.....	82
Rule 26-O	Unauthorized Computer Access	82
Rule 26-P	Audio/Visual Recordings.....	82
Rule 26-Q	Television, Cable, Satellite or Radio Broadcasting	82
Rule 26-R	Television Advertising	83
Section 27	Social Media	
Rule 27-A	Responsibility for Postings	83
Rule 27-B	Social Media as a Sales and Promotion Forum	83
Rule 27-C	Deceptive Postings and Claims	83
Rule 27-D	Use of Third-Party Intellectual Property	83
Rule 27-E	Use of Herbalife's Trade Names, Logos and Assets	84
Rule 27-F	Respecting Privacy	84
Rule 27-G	Photos, Video/Audio Recordings	84
Rule 27-H	Prohibited Postings	85
Rule 27-I	Professionalism	85
Rule 27-J	Cancellation of Your Herbalife Business	85
Rule 27-K	Sports Sponsorships	85
Section 28	Marketing by Means of "Telemarketing"	
Rule 28-A	Do-Not-Call Lists	87
Rule 28-B	Autodialers	87
Rule 28-C	Prerecorded or Artificial Voice Messages	87
Rule 28-D	Unsolicited Faxes	87
Rule 28-E	Lead Generators.....	88
Rule 28-F	Compliance With Herbalife's Rules and the Law.....	88

Section 1 Becoming a Distributor and the Distributor Agreement

Rule 1-A Becoming a Distributor

To become an Herbalife Distributor, an Applicant must be sponsored by an Herbalife Distributor in good standing, and Herbalife must receive the Applicant's completed Application for Distributorship. The Application for Distributorship is available with the purchase of Herbalife's official International Business Pack (IBP) from the sponsoring Distributor or online at MyHerbalife.com.

The only required purchase in order to become, succeed or advance as a Distributor is the Mini IBP. The sponsoring Distributor must offer the Applicant the opportunity to buy the Mini IBP or, at the Applicant's election, the full Herbalife IBP, without any markup or profit to the Sponsor or the Sponsor's upline.

It is the responsibility of the Sponsor to make the unaltered official Herbalife Distributor Kit (IBP) available and to assure the Application for Distributorship is completed fully and accurately and is immediately submitted to Herbalife International.

In the case of an online Application, the official Herbalife Distributor Kit (IBP) will be mailed to the Applicant directly from the Company. No Application for Distributorship should be submitted unless the Applicant has purchased a Distributor Kit (IBP).

Herbalife reserves the right at its sole and absolute discretion, to accept or reject any Application, without having to provide justification for acceptance or rejection.

The Applicant becomes a Distributor when their Application for Distributorship is accepted and entered into Herbalife's records at Herbalife's Home Office. Until then, the Applicant is granted a provisional license to buy and sell Herbalife products.

Rule 1-B Applications From Former Distributors

Former Distributors, and/or their spouse, or other individual who previously owned or assisted in a Distributorship, and who want to apply to become a Distributor under a different Sponsor, must comply with all the requirements and the Rules of Conduct required for rejoining as a Distributor, including but not limited to, maintaining a minimum of a one-year period of inactivity following a) resignation or non-payment of Annual Processing Fee or b) resignation of any prior Distributorship.

Failure to comply with these rules is a serious violation of the rules and regulations of the Company and will result in serious penalties, usually termination of Distributorship. (Refer to Rule 7-D "Period of Inactivity" in this section for complete details on the requirements and rules that apply to these individuals.)

Section 2 Requirements of Applicant

Rule 2-A Restrictions on Purchase Requirements

The only cost that can be required of an Applicant for Distributorship is the purchase of an unaltered official Mini International Business Pack (IBP) or at the Applicant's election, the full Herbalife IBP. No other requirements may be made of either prospective or existing Distributors, including, but not limited to, the following:

- Maintain any minimum stock levels of products or materials.
- Purchase any amount of materials, products or services, either those produced by Herbalife or by a party other than Herbalife, except for the official Herbalife Distributor Kit (IBP).
- Purchase admission tickets to attend any seminars, meetings or other events. (Refer to Business Methods, Rule 1-C "No Required Purchase Other Than International Business Pack" in the "Supplemental Rules" section.)

Rule 2-B Payment for Information

Except as provided in Business Methods, Rule 1-C "No Required Purchase Other Than International Business Pack" (in the "Supplemental Rules" section), a Distributor may not request a prospect or an Applicant to make any payment, or purchase products or materials in return for any information or assistance about becoming a Distributor. Distributors may not represent or imply that payment or purchases are required (legally, or as a matter of practicality) to do or succeed in the business, participate in the income opportunity, or receive training or upline support. (Refer to Business Methods, Rule 1-C in the "Supplemental Rules" section of this book.)

Section 3 Age Requirements for a Distributor

Rule 3-A Applicant Must Be 18 Years of Age

An Applicant must be at least 18 years of age to become an Herbalife Distributor and to conduct business in the United States. The minimum age requirements vary from country to country. For the requirements for other countries, please contact Distributor Relations.

Rule 3-B Minor Distributorships

A minor who is at least 14 years of age, who lives and proposes to conduct business in the United States, may submit an Application to become an Independent Herbalife Distributor.

For consideration to become a minor age Distributor, the Applicant must provide to Herbalife's Distributor Relations Department, the following:

1. Written approval from the parent(s) or legal guardian(s). The parent(s) or guardian(s) must accept responsibility for the actions of the minor.

2. If the parent(s) or guardian(s) is an Herbalife Distributor, then the parent(s) or guardian(s) must provide
 - a. written consent from their own Sponsor and upline Distributors (up to and including their first three active upline Supervisors) or explanation satisfactory to Herbalife in its discretion why such consents have not been obtained or should not be required; and
 - b. a signed statement that they will not help or participate in the development of the minor's Distributorship to the detriment of the parents'/guardians' upline, or in a manner that constitutes Marketing Plan manipulation or that violates the Rules of Conduct.

In its discretion, Herbalife may accept the request without upline response or acceptance, and may require additional authorizations or information it deems necessary to making a final decision on the acceptance of this Application.

Section 4 Individuals Limited to One Distributorship

Rule 4-A One Distributorship Per Person

An individual may have and participate in only one Herbalife Distributorship under one Sponsor. A Distributor is not permitted to retail, recruit, promote, train, educate or otherwise assist in the development of the Herbalife business, for any Distributorship other than their own, except to assist their downline organization, as is appropriate for a Sponsor. This policy applies to both the Distributor and their spouse.

Rule 4-B Applicant/Spouse or Individual Assisting in the Distributorship Is a Former Distributor

If an individual applying to become a Distributor, their spouse or other individual assisting in a Distributorship was formerly an Herbalife Distributor, the Application will only be considered as valid if all the conditions set out in Rule 7-D "Period of Inactivity" and any other applicable Rules of Conduct have been met.

Rule 4-C Responsibility for Individuals Assisting in a Distributorship

If there is another person who assists in the operation of a Distributorship, who appears at Herbalife functions with the Distributor, or who presents themselves as assisting in that Distributorship, who makes statements about their income or business achievements from the Herbalife business, or whom the Company is advised to recognize and acknowledge as assisting in the Distributorship, then the Distributor who submitted the Application for Distributorship is responsible for ensuring that the other individual assisting in the Distributorship follows all Distributor rules and regulations. Herbalife has sole and absolute discretion as to the determination and application of this policy.

Rule 4-D Determination and Penalty for Dual Distributorships

If an individual, their spouse or other individual participating in a Distributorship completes and signs more than one Application for Distributorship, the first time the Applicant enters into a Distributor Agreement that is accepted by Herbalife is considered the valid Distributorship. If Herbalife determines that an individual or their spouse has signed an Application for Distributorship, or has worked or assisted in the development of another Distributorship while involved with or in a prior Distributorship, Herbalife shall have sole and absolute discretion to determine the disposition of both Distributorships, including but not limited to decisions whether to terminate or place conditions on one or both of those Distributorships, and whether to impose penalties or sanctions upon the Distributorships and/or Sponsoring organizations, including the determination whether to make adjustments to Volume and compensation of either or both Sponsoring organizations for any period prior to the transfer or deletion of Sponsoring organizations. (Refer to Rule 7-D "Period of Inactivity" in the "Rules of Conduct and Distributor Policies" section.)

Section 5 Distributors Who Are Married

Rule 5-A Married Couples May Have Only One Distributorship

Married couples may have or participate in only one Distributorship, unless their circumstances fall under the guidelines of Rule 5-D "Two Distributors Who Marry" or Rule 14-D "Rights to Continue a Distributorship Under the Same Sponsor" (in the "Rules of Conduct and Distributor Policies" section).

Rule 5-B Couples Becoming Distributors Together

Married couples wishing to become Distributors together must complete and sign a single Application for Distributorship, thereby having only one Sponsor. They may not be under separate Sponsors nor can they sponsor each other.

Rule 5-C A Distributor Who Marries

If a Distributor marries and the spouse wishes to become a Distributor, the spouse must conduct business in the existing Distributorship. They may request to have the spouse's name added to Herbalife's records for event attendance purposes.

Rule 5-D Two Distributors Who Marry

If two separate Distributors marry each other, then the couple must relinquish one of their Distributorships and become partners in the other. However, if both Distributors are Supervisors at the time of marriage and they choose to continue operating their own separate Distributorships, each

spouse must conduct their Herbalife business activities separately, remaining in their original lines of sponsorship. Rules for remaining a Distributor still apply.

Rule 5-E Liability of Married Distributorship

The liability of two married Distributors who operate a Distributorship together shall be joint so that both such Distributors shall be responsible, and shall accept liability for, and shall be bound by, any act or omission of either Distributor and any payment by Herbalife to one such Distributor shall be deemed as payment to both such Distributors.

Rule 5-F Resignation of Spouse

In the event that one spouse of a Distributorship resigns their Distributorship, then Herbalife reserves the right to terminate the Distributorship whether or not the spouse was a joint Distributor, if the activities of the resigned Distributor diminish, damage or weaken the reputation of Herbalife or its products.

Rule 5-G Responsibility of Married Distributor

A Distributorship shall be responsible for the activities of a spouse, whether or not the spouse participated in the Distributorship. For example, if a Distributorship may not engage in an activity (such as conduct which violates Rule 5-A "Married Couples May Have Only One Distributorship" [in the "Rules of Conduct and Distributor Policies" section] or which diminishes, damages or weakens the reputation of Herbalife or its products) and the spouse engages in that activity, the Distributorship shall be deemed to have engaged in that activity and shall be considered to be in violation of the applicable rule, and subject to appropriate penalties.

Section 6 Corporations and Partnerships

Rule 6-A Distributorships Must Be Individuals

Herbalife only accepts Applications for Distributorship in the name of individuals. Applications in the names of corporations or partnerships will not be accepted. Distributors may request their Herbalife earnings be issued on checks made payable to someone else by submitting a written request to Herbalife's Distributor Relations Department, provided there is a legitimate business reason. However, the Distributorship will remain in the name of the individual, and the earnings of the Distributorship will be reported in the name and tax identification number of the individual Distributor.

Section 7 Remaining a Distributor

Rule 7-A Annual Processing Fee

Herbalife agrees to provide computer processing services for Distributors for which an Annual Processing Fee is due. Such computer services are limited to maintaining discount

rates, lineage records and qualification status. Please contact Herbalife's Distributor Relations Department for all appropriate fees.

Rule 7-B Acceptance of Annual Processing Fee

Herbalife has absolute discretion to refuse any Processing Fee from any Distributor, without having to provide a reason for such refusal. In the event that Herbalife does refuse to accept a Processing Fee when due, the Distributorship will be deleted, the Distributor losing all rights and privileges of a Distributor. If a payment has been made, it will be refunded, unless applied to an outstanding debt of the Distributor, along with a written notice of the refusal from Herbalife. Payments for your downline may not be made without their written permission.

Rule 7-C Non-Payment of Annual Processing Fee

In the event that a Distributor does not submit payment for the Annual Processing Fee by the date due, then Herbalife reserves the right to cease maintaining such computer records. Additionally, in the event that a Distributor does not submit payment, the Distributor will be deemed to relinquish their Distributor status and thereby all rights and interests in their lineage and Royalty Override or bonus entitlement.

Rule 7-D Period of Inactivity

Any Distributor who resigns or who relinquishes their Distributorship due to non-payment of the Annual Processing Fee, or anyone who ceases participating in a Distributorship, must wait a minimum of one year before becoming a Distributor again under another Sponsor, or participating in another Herbalife Distributorship, unless the Distributor, their spouse, and any other individual assisting have remained inactive for at least the required one-year waiting period from the date of relinquishment, resignation or participation in any Herbalife Distributorship (also known as the "period of inactivity").

The period of inactivity for the Distributor must be complete and absolute for consideration to re-join the Company as a Distributor or to participate in any Distributorship. This means that during the one-year waiting period, the Distributor, their spouse, and any other individual assisting in a Distributorship may not:

- Be involved in the Herbalife business in any way.
- Purchase products other than for personal use, bought at full retail price.
- Sell any Herbalife products, literature or sales materials.
- Sponsor or offer the Herbalife business opportunity to anyone.

- Participate in Herbalife trainings or meetings whether sponsored by the Company or a Distributor.
- Participate in any way in promotion, assisting or supporting any Herbalife Distributorship.

Failure to observe the period of inactivity may result in the reactivation of the Distributorship and/or extension of the waiting period. The period of inactivity is calculated as follows:

Example 1: Distributor Resigns

- Prior application date is December 5, 2003.
- Resignation effective as of August 28, 2004.
- The period of inactivity for this Distributorship would be from August 28, 2004 through August 27, 2005.
- This Distributor would be eligible to sign a new Distributor Application under a different Sponsor as of August 28, 2005.

If a Distributor has not paid their Annual Processing Fee by their anniversary date and has not submitted a letter of resignation Herbalife will conclude that the Distributorship has been relinquished on the anniversary date of the Distributorship. The Distributor remains responsible for maintaining the period of inactivity.

Example 2: Distributor Does Not Officially Resign and/or Fails to Pay Annual Processing Fee

- Prior application date is December 5, 2003.
- Annual Processing Fee is due on December 5, 2004 (anniversary date).
- If the Fee is not paid, the period of inactivity for this Distributorship would be from December 5, 2004 through December 4, 2005.
- This Distributor would be eligible to sign a new Distributor Application under a different Sponsor as of December 5, 2005.

An individual who was formerly a Distributor or who participated in a Distributorship and is applying or re-applying to become a Distributor under a different Sponsor is required to advise Herbalife of the former Distributorship they were involved in and the conditions under which they ceased to be a Distributor or ceased participation in that Distributorship. Herbalife maintains the right to terminate any Distributorship where the Distributor failed to inform Herbalife of a prior Distributorship or makes misrepresentations regarding it.

If the Distributor, their spouse, or other individual assisting wishes to initiate a new Distributorship under their original Sponsor and that Sponsor has remained in the original organization, they may do so without a waiting period provided they have an official Herbalife Distributor Kit (IBP) and complete and submit a new Application for Distributorship.

Rule 7-E Annual Processing Fee Is the Responsibility of the Distributor

Herbalife endeavors to remind Distributors by mail/electronic mail, at their last address listed with the Company, when the date for Annual Processing Fee is near. However, the responsibility lies with the Distributor to assure this Processing Fee is paid each year on the anniversary of their original application date.

Section 8 Distributor Conduct

Rule 8-A Inducement to Sell Other Products or Services

During the course of a Distributorship and for one year thereafter, neither the Distributor nor their spouse, nor any other person assisting in a Distributorship will, directly or indirectly (through or by means of any person, entity or artifice), solicit, promote, sponsor or recruit any Herbalife Distributor, or any Herbalife customer they became aware of in the course of their Herbalife Distributorship, to join, promote, sell or purchase products of, or participate in as a salesperson or otherwise, any multi-level marketing or direct-sales company, nor will they encourage anyone to do what is prohibited under this rule. Violation of this rule is likely to result in termination of the Distributorship.

Rule 8-B May Not Associate Other Organizations With Herbalife

The Herbalife business is an equal opportunity, regardless of gender, race, religious beliefs or political affiliations. It is our philosophy that everyone has a personal right to their individual beliefs and the freedom to choose.

Therefore, when training their organization or other Distributors, or selling products or offering the business opportunity, Distributors are not permitted to promote, discuss or offer, any company, organization or individual other than Herbalife, its staff and its Distributors. Likewise, Distributors may not include literature or other material that promotes any other organizations or individuals, whether religious, political, business or social or that implies any association between Herbalife and any other organization.

Herbalife meetings may not be used as a forum to express personal beliefs or promote any other organization, company, event or individual.

Rule 8-C Keep Informed of Herbalife's Policies

Stay informed of Herbalife's policies by reading the Career Book and regularly visiting Herbalife's official website MyHerbalife.com. All material is provided by the Company from time to time. Review these policies with downline organization to ensure they are aware of and understand them.

Rule 8-D Comply With the Laws

Distributors must comply with all local, state and federal laws and regulations that apply to their Herbalife business and shall not engage in any practice or activity that could discredit or damage the image or reputation of Herbalife. This applies not only to the laws where the Distributor lives but also to any country where the Distributor conducts their business as a result of taking advantage of Herbalife's International Sponsoring. (Refer to Business Methods, Rule 1-S "Limit on Sales of Business Methods" in the "Supplemental Rules" section of this book.)

Rule 8-E Independent Distributors

Distributors conduct their Herbalife business as a self-employed independent contractor (determining their own schedule and objectives, they are responsible for their own expenses and any applicable taxes – including self-employment taxes), not as an employee, agent, franchisee, securities holder, joint venturer fiduciary or beneficiary of Herbalife or any other Distributor. They are not employees of Herbalife for federal or state tax purposes or any other purpose, and will not assert any position to the contrary.

For example, a Distributor may not use in connection with their Herbalife business the words "employee", "agent" or "company representative" either orally or on any stationery, business cards, or other printed material is prohibited.

Rule 8-F False or Misleading Information

No Distributor shall submit false or misleading information to the Company.

Rule 8-G Maintaining Reputation and Image of the Company

No Distributor shall do anything (whether or not in the course of their Distributorship) which Herbalife determines, in its sole and absolute discretion, is or could be detrimental to the reputation or image of the Company, its products, Distributors, trademarks, trade names or goodwill.

Rule 8-H Indemnity

Without prejudice to the other rights of Herbalife under these Rules of Conduct and other rules and regulations of the Company, Distributors shall indemnify Herbalife from and against all actions, claims, demands, prosecutions, fines, penalties and the costs thereof (including Herbalife's actual legal costs), which might be made or brought against Herbalife in respect of, or arising directly or indirectly out of, any breach of any laws or regulations applying to the operation of their Distributorship. Herbalife shall have no liability to any Distributor in respect of any cost, loss, damage or expense suffered by any Distributor directly or indirectly as a result of any act, omission, representation or statement of any other Distributor.

Rule 8-I Choice of Law, Damages

All aspects of a Distributor's relationship with Herbalife shall be governed by and interpreted in accordance with domestic law of the State of California without the application of conflict of law principles. Neither Herbalife nor the Distributor shall be liable for any incidental or consequential damages caused by breach, termination or suspension of the Distributor Agreement, whether or not the possibility of such damages is known by either party, and no punitive or exemplary damages shall be awarded against Herbalife or the Distributor in any dispute against the other except as authorized by California statute.

Louisiana Residents: Notwithstanding the foregoing, a Louisiana resident may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

Rule 8-J Violations of Rules of Conduct

Whenever there is any violation of the Herbalife Rules of Conduct or other rules and regulations and/or any procedures or directions issued by Herbalife, Herbalife may in its sole and absolute discretion take whatever actions or measures it deems necessary and appropriate, including but not limited to, suspension of buying privileges, suspension of earnings, monetary fines or deletion or termination of the Distributorship.

Rule 8-K Reporting Violations of Rules of Conduct

In order to protect the goodwill and reputation of Herbalife and its Distributors, Herbalife urges its Distributors to promptly report alleged violations of the rules to Herbalife, as soon as they become aware, by completing an official complaint form which can be obtained through Herbalife's Distributor Relations Department, or through Herbalife's official website, MyHerbalife.com. Refer to 1-B "Complaint Procedure" in the "Enforcement Procedures" section of this book.

Rule 8-L Marketing Plan Manipulation and Improper Enrollment Practices

In all of their dealings, Distributors must comply with the letter and spirit of Herbalife's Rules of Conduct and Distributor Policies and the Herbalife Marketing and Compensation Plan as set forth in official Herbalife literature.

Proper enrollment of Applicants to become Distributors is required by the Rules and is essential for the proper operation of the Marketing Plan:

- To become an Herbalife Distributor, an Applicant must be sponsored by an Herbalife Distributor.
- The Applicant and the enroller must fully complete the Application (providing the Sponsor's name, phone number and Herbalife ID Number).
- A copy of the Application must be provided to the Applicant upon its signing by the Applicant.

- The Application must be submitted immediately to Herbalife.
- Fraudulent or unlawful enrollment of a Distributor is prohibited.

Examples of fraudulent or unlawful enrollment are:

- Filling out the Application form with false or misleading information, and
- Enrolling someone in circumstances in which the enroller knows or has reason to believe violates the Rules or Marketing Plan, such as promising an Applicant that the Sponsor or upline will provide downline members for the Applicant once he or she becomes a Distributor.

Other illustrations of Marketing Plan manipulation are:

- Purchasing products in another Distributor's name, other than as expressly allowed in the Rules.
- Purchasing products primarily as an attempt to benefit under the Marketing Plan, as contrasted with the purchase of products for the purpose of sales to customers within a reasonable period.
- Discouraging a downline Distributor from placing orders, as a means for the upline to benefit under the Marketing Plan.
- Submitting false information to Herbalife.
- The Marketing Plan allows Distributors to utilize their downline Distributors' sales Volume plus their own sales Volume to count as their Total Volume for certain qualification purposes. However, advertising or publicly promoting, as a means to induce prospects to attend meetings or to become Distributors or for any other purpose, the enrollment of new applicants under each other, when they have little or no prior relationship with each other, is considered a manipulation of the Marketing Plan.
- Teaching or encouragement of another person to violate the Rules or manipulate the Marketing Plan.

Improper enrollment practices and other attempts to manipulate the Marketing Plan are considered serious violations and will result in severe sanctions and penalties including, but not limited to, loss of earnings and qualifications of the Distributorships of anyone involved (directly or indirectly) in such activities or in teaching or encouraging others to engage in such activities.

Rule 8-M Interviews or Statements to Media

Distributors, from time to time, may be approached by reporters interested in interviewing them about the Herbalife products or Herbalife business. While we appreciate any interest expressed in our products and business opportunity, only the Company may grant interviews or authorize advertising of the Company or product names. Only authorized officials of Herbalife are

permitted to speak with or write to the press or other media for, or on behalf of, Herbalife or any of its subsidiaries. If a Distributor should be approached with a request for an interview or statement, they must advise the reporter to contact Herbalife. Likewise, Distributors are advised not to knowingly invite the press or media to an Herbalife meeting or event. Reporters should attend such an event accompanied by an authorized Herbalife representative.

Section 9 Export

Rule 9-A Activities in Countries or Territories Which Herbalife Has Not Announced as Officially Open for Business

Whether or not the name "Herbalife®" is used, Distributors may not engage in any business activity (including "preparatory" activity) relating to Herbalife in these countries or territories, including but not limited to efforts or attempts to:

- Register or license Herbalife names or products or its Marketing Plan;
- Sell or distribute Herbalife products;
- Promote Herbalife products or the business opportunity (including, but not limited to, wearing the button, or advertising using any media); or
- Hold meetings (large or small) or sponsor or recruit persons who reside in these countries.

This prohibited activity includes activity which occurs physically outside of an unopen country, but which has the purpose or effect of causing any of the results prohibited by subparagraph 1 above.

Rule 9-B Herbalife-Related Activities in Open Countries (Other Than China)

Herbalife products are intended for sale and distribution only within the specific countries for which those products are approved and produced.

- The sale of these products in any other country is prohibited.
- Distributors may not ship or arrange the shipment (directly or indirectly) of products from one country to another, whether or not it is for personal consumption.
- A Distributor may personally, physically pick up product from Herbalife in one country and take it to another country, BUT only a "reasonable amount of product" for the purpose of their own personal consumption or gift, not for resale. A "reasonable amount of product" means an up to two- (2-) month supply for an individual (or a one- [1-] month supply for two [2] individuals) of a reasonable assortment of products, not to exceed in any one 30-day period 1,000 Volume Points in total for all such products.

- The Distributor shall be solely responsible for the consequences of bringing from one country to another any products and shall indemnify the Company for any adverse consequences.
- No Distributor is authorized or permitted to approach government authorities in any country regarding the importation or distribution of Herbalife products or registration of the Herbalife trademarks. Only Herbalife International, Inc. is responsible for assuring that Herbalife's products and Marketing Plan fully comply with local laws and regulations.

The Company reserves the right in its sole and absolute discretion to act against practices which it believes violate the letter or spirit of the foregoing or which appear to do so.

Herbalife-Related Activities in China

- Non-Chinese nationals may not do business in China.
- No one may ship (or arrange for shipment) or bring any Herbalife product into China, whether or not the product is for personal use, consumption or gift.
- Distributors registered in China may NOT purchase, sell or distribute Herbalife products outside of China.
- Violations of these or other Rules applicable to China are likely to result in termination of the violator's commercial relationships with Herbalife worldwide.

Rule 9-C Penalties for Violations

Any violation of these Rules may result in legal or regulatory problems for the Company and endanger the business for all Distributors. For this reason, the penalties to Distributors who, directly or indirectly, violate these Rules will be severe. Herbalife shall have sole and absolute discretion to determine the appropriate penalty based on the severity of the violation and damage that resulted or could result, including, but not limited to:

- Suspension of all Distributor rights and privileges
- Monetary sanctions
- Obligation to reimburse Herbalife's legal fees
- Removal from the Speaker Program
- Disqualification from participation in the Annual Mark Hughes Bonus
- Permanent loss of lineage
- Termination of Distributorship

Important Note: Herbalife may hold the upline(s) of the violator responsible for violations of these Rules if investigations find they have knowledge of them or were a party to them.

Section 10 Resignation of a Distributor

Rule 10-A Conditions of Resignation

A Distributor may resign their Distributorship for any reason or without reason at any time, by submitting a signed letter of resignation to Herbalife's Distributor Relations Department. The resignation becomes effective when received, validated and accepted by Herbalife. If Herbalife does not receive the resignation letter or the conditions are not met, then the Distributor is still deemed to be a Distributor until deleted by Herbalife.

Rule 10-B Resigning Within 90 Days

If within 90 days after the acceptance of their Application for Distributorship in Herbalife's records, a Distributor decides not to continue as a Distributor, the resigning Distributor may return to Herbalife (1) the official Distributor Kit (IBP) whether or not in resalable condition, and (2) unopened, unused and resalable products and sales materials that were purchased since becoming a Distributor from Herbalife or the Distributor's Sponsor or upline Supervisor. Reimbursement will be issued for the net price paid by the Distributor for Herbalife materials and Herbalife products returned which comply with these two requirements less appropriate setoffs and legal claims.

To initiate the return of the items specified above, please follow the directions provided to complete the form entitled [Inventory Repurchase Request Form](#) which is provided in the "Sample Forms" section of this book, available online for download from MyHerbalife.com, or you may contact Distributor Relations at 866-866-4744 for assistance.

For Distributors who wish to resign after 90 days, please refer to Rule 10-D "Inventory Repurchase."

For transactions occurring in Wyoming, the refund period may exceed 90 days.

Rule 10-C Liability for Unpaid Debts

A Distributor who resigns will remain liable for unpaid debts owed to Herbalife or for liabilities for violations of the Herbalife Rules of Conduct or other rules and regulations that govern the business practices of Distributors.

Rule 10-D Inventory Repurchase

A Distributor leaving the business may return unused products or sales materials which are unopened and in resalable condition, for repurchase if the products were purchased from Herbalife within the last 12 months and the resigning Distributor provides proof of purchase. If the conditions are fulfilled, the Distributor may return the products to Herbalife. Reimbursement to the Distributor will be issued for the full amount paid for the returned product by the Distributor less appropriate setoffs and legal

claims. The cost of shipping paid on the original order and in returning those items to Herbalife will not be reimbursed.

Herbalife will deduct the amount of Royalty Overrides, Commissions, Production Bonuses and any other earnings or benefits paid on the returned products from the appropriate Distributors, and adjust qualifications as necessary.

Distributors residing in Wyoming may exceed the 12-month repurchase period provided all the above criteria have been met.

For Distributors who wish to resign within 90 days after the acceptance of their Application for Distributorship in Herbalife's records, please refer to Rule 10-B "Resigning Within 90 Days."

Section 11 Sponsoring and Leadership

Rule 11-A Training

One of the Sponsor's roles is to stay informed of Herbalife's Policies so they can properly advise and train their downline Distributors on a regular basis about the Herbalife products and their usage, Herbalife's rules and regulations, the Sales & Marketing Plan, and the proper use of advertising, including the use of literature and sales aids.

A Sponsor may seek assistance from their upline Supervisor or TAB Team member, but the primary responsibility for training is their own.

No Sponsor may require payment from a personally sponsored Distributor for training or training facilities, unless they fully explain that the Distributor may choose whether or not they want to participate in such training and state in advance the cost for such training. If the Distributor declines to participate in such paid training, the Sponsor is obligated to provide the basic training necessary to learning the business.

Rule 11-B Independent Relationship

A Sponsor must maintain and uphold the independent relationship between themselves and their Distributors. They may assist their downline, as is appropriate for a Sponsor, by training and educating them on the Herbalife products and business opportunity. They may not participate in or interfere with the business of their downline Distributors, and may not suggest or develop an employee/employer relationship between themselves and their downline.

Rule 11-C Support Company-Sponsored Events

A Sponsor shall keep informed of Company-sponsored events and when appropriate, encourage their personally sponsored Distributors to attend Herbalife-sponsored meetings and trainings, and to participate and support all Company-sponsored events.

Rule 11-D Maintain Permanent Address

A Distributor must maintain a permanent home or business address, and provide this to both Herbalife and their organization so they may maintain contact with them.

Rule 11-E Ensure Proper Preparation of Distributor Documents

A Sponsor must ensure the proper preparation of Applications for Distributorships and Supervisor Qualification Forms, and require each Sponsor to send the appropriate copy to Herbalife immediately.

Rule 11-F Ensure Understanding and Compliance With Customer Refund Policy

A Distributor must ensure that the Herbalife customer refund policy is thoroughly and properly understood and applied, and intervene in any disputes between customers and Distributors to assure that they are aware of and understand the policy.

Section 12 Protecting and Maintaining Lines of Sponsorship

Rule 12-A Changes in Sponsorship

The Distributor/Sponsor relationship is the foundation of the Herbalife Sales & Marketing Plan and, as such, the principles and rules of the Company protect the rights of the Sponsor. Changes of sponsorship are believed to be detrimental to the integrity of the business and, as such, are discouraged and rarely permitted, and then only under certain conditions and at the sole and absolute discretion of Herbalife.

Rule 12-B Inducement to Change Sponsors

In order to protect the Sponsor, no Distributor may interfere with the relationship between another Distributor and their Sponsor in any way. A Distributor may not offer, entice, encourage, solicit, or otherwise influence or attempt to persuade another Distributor to change their Sponsor or line of sponsorship, either directly or indirectly.

Rule 12-C Applying for Change of Sponsorship

A Distributor who wishes to pursue changing Sponsors must obtain a written, notarized release from their Sponsor and all upline Distributors, up to and including their active President's Team member earning 7% Production Bonus.

If both current and proposed Sponsors share the same upline Sponsor and each are at equal status and earning levels under the Marketing Plan, the Distributor requesting the change need only obtain a notarized letter of release from the current Sponsor along with a notarized letter of consent from the proposed Sponsor.

These notarized releases must be submitted to Herbalife's Distributor Relations Department detailing the reasons for this request and forfeiting all rights to the existing Distributorship if the request is approved. Only after all this documentation is submitted will Herbalife review the request.

Fulfillment of any part of this requirement does not in any way imply or guarantee approval of the request.

The determination of this request will only be made by Herbalife World Operations Home Office in Los Angeles, California. Herbalife has sole and absolute discretion to approve or deny such a request, without providing justification for acceptance or rejection.

If Herbalife approves the change, the requesting Distributor will be allowed to keep their downline Distributors upon meeting the following conditions: The requesting Distributor must obtain permission from his upline in order to keep his downline. The requestor's first-level downline will also have to sign off on staying with their current Sponsor. If the upline agrees to allowing the downline to move, this will consist of that downline's entire organization.

If the request for a change of sponsorship is denied and the Distributor is determined to change their Sponsor, the only remaining alternative is to resign their Distributorship, forfeiting current and future rights to their downline organization, and both the Distributor and their spouse, or other individual assisting in a Distributorship, must remain completely inactive as a Distributor for one year after the effective date of resignation before re-applying as a Distributor. (Refer to Rules 7-D "Period of Inactivity" and 10-A "Conditions of Resignation" in this section for complete rules for resignation from and rejoining the Company.) Herbalife has sole and absolute discretion in determining if the former Distributor and their spouse, or other individual assisting in a Distributorship, have met the conditions of inactivity when either of them reapply as a Distributor. Herbalife does not guarantee that a Distributor who resigns will be accepted again as a Distributor.

Rule 12-D Penalty for Violation of the Change of Sponsorship Rule

Herbalife has sole and absolute discretion to rescind the acceptance of an Application for Distributorship from a former Distributor at any time in the future if evidence is provided that shows the former Distributor, their spouse or other individual assisting in a Distributorship was not completely inactive the full one-year waiting period after resignation or non-payment of the Annual Processing Fee; failed to advise Herbalife of a prior Distributorship; or did not otherwise meet the terms and conditions of the resignation or relinquishment as set forth in these Rules of

Conduct. If Herbalife determines it is necessary to reverse an acceptance of a former Distributor due to a violation of the rules for protecting the lines of sponsorship, then Herbalife has sole and absolute discretion to assess whatever penalties are deemed necessary and appropriate. These include, but are not limited to, the transfer of all sponsored Distributors in the new Distributorship to the original Sponsor's organization, financial penalties, suspension and possible termination of the Distributor in violation of these rules.

Section 13 Assignment, Sale or Transfer of Distributorship

Rule 13-A Not Permitted Without Prior Written Consent From Herbalife

The Herbalife business and the benefits, rights and obligations therein are personal to the achievements of the individual Distributor. The sale, assignment or transfer of any right or interest in a Distributorship is not permitted without prior written consent by the Legal Department of Herbalife's World Home Office in Los Angeles, California. Such requests should be forwarded to Herbalife's Distributor Relations Department that will then submit the requests to the Legal Department, on behalf of the Distributor, when all necessary documentation is received.

Rule 13-B May Only Be Assigned or Transferred to a Non-Herbalife Distributor

A Distributorship can only be assigned or transferred to an individual who is not an Herbalife Distributor. If the individual wishing to assume responsibility for the Distributorship was formerly an Herbalife Distributor, or participated in another Herbalife Distributorship, then they must meet all requirements of a former Distributor to rejoin the Company.

Rule 13-C Retention of Status and Benefits

The achievements of a Distributor are personal to the individual, and as such, if an assignment or transfer should be authorized, the status and benefits achieved by the Distributor are not necessarily transferred with the Distributorship. The individual assuming responsibility may be required to achieve all qualifications for status and earning requirements after the assignment or transfer is made. This includes, but is not limited to, Supervisor status, TAB Team status, vacation qualifications or any other rights of the individual Distributor.

Rule 13-D Rule for Rejoining the Company

If the Distributor transferring or assigning the Distributorship wishes to become a Distributor again, they must maintain one year of inactivity as defined by Herbalife in Rule 7-D "Period of Inactivity" after the assignment or transfer is completed before reapplying for or participating in another Herbalife Distributorship.

Herbalife reserves the right to reject this reapplication, without having to provide justification for such rejection.

Section 14 Distributors Who Divorce or Separate

Herbalife requires Distributors to build a business that is separate from the original Distributorship when they have separated or divorced from their spouse (or when in the process of separation or divorce), so that the downline, volume, and earnings established after the separation or divorce will be properly credited to the new, separate individual Distributorship (hereinafter referred to as "individual Distributorship"). This is especially important because Herbalife cannot dismantle the original Distributorship by transferring its downline to either party. Therefore, supporting the original downline organization is a shared responsibility.

Whenever a Distributor is in the process of a separation, divorce, or dissolution of a marriage (hereinafter referred to as "divorce"), the Distributor must ensure that the interests of the Distributorship and the Sponsor are protected.

Rule 14-A Establishing a New Distributorship

In order to continue the Herbalife business during or after the divorce, each person must submit the following documents:

- a signed and notarized Divorce Policy form (available through Distributor Relations)
- a copy of the Petition for Dissolution, Property Settlement Agreement, or Final Judgment
- a newly completed Application for Distributorship in his or her own name, sponsored by the original Distributorship's Sponsor (application available through Distributor Relations)
- a newly completed TAB Team Production Bonus Acknowledgement Form, reflecting the Distributor ID number of the individual Distributorship (TAB Team level Distributorships only)

Rule 14-B Removal of Spouse's Name/Transfer Due to Divorce

If a Distributor wishes to remove the name of the spouse from the Distributorship due to divorce, Herbalife must receive a Remove Spouse Request Form, with notarized signature by each party. (The Remove Spouse Request Form is available for download on MyHerbalife.com or through Distributor Relations.)

If the spouses mutually agree to transfer the Distributorship, each person must sign, notarize, and submit the Divorce Policy Transfer Request Form, which is included in the Divorce Policy.

If the transfer or name removal is due to court order, Herbalife must receive a copy of the final judgment, specifying this change.

If the Distributorship to be transferred is associated with another Distributorship as a result of a previous divorce, the transferred Distributorship will no longer be associated with that Distributorship.

Rule 14-C Joining Under a Different Sponsor/ Participating in Another Distributorship

During the divorce, neither parties may develop nor assist in developing (either alone, with, or on behalf of someone else) any other Herbalife Distributorship except under their original Sponsor.

It is not permitted for either spouse to sign an Application for Distributorship under a different Sponsor unless a one-year period of inactivity, as defined by Rule 7-D "Period of Inactivity," has been maintained following the final judgment, and Distributor is in compliance with all other rules and regulations.

Rule 14-D Rights to Continue a Distributorship Under the Same Sponsor

Distributors who have divorced (or married Distributors who have separated) must conduct an Herbalife business that is separate from their spouse, under their original Sponsor, with the approval, and at the sole and absolute discretion, of Herbalife.

Upon receipt of the documentation described in Rule 14-A "Establishing a New Distributorship," Herbalife will deactivate the buying privileges of the original Distributorship, and each party must continue the business by sponsoring and placing orders using their individual Distributor ID number. The individual Distributorships will each receive the current status of the original Distributorship – Supervisor, World Team, or TAB Team (TAB Team Distributors will be required to submit a new TAB Team Production Bonus Acknowledgement Form).

Each person may only sponsor Distributors and place orders under their individual Distributor ID number, and must ensure that the downline organization of the original Distributorship receives sufficient support as detailed in Section 11 "Sponsoring and Leadership."

Changes to the original Distributor ID number will not be allowed through the Internet.

Rule 14-E Requirements to Earn, Recognition, and Events

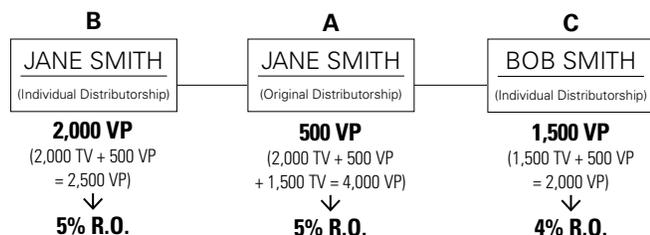
Total Volume: Each individual Distributorship will be allocated Volume Points from their individual Distributorship plus Volume Points of the Original Distributorship. This will determine the eligibility to receive Royalty earnings, qualifications, requalifications and/or Production Bonus.

For the purpose of Royalty Overrides percentage eligibility, the original Distributorship will combine volume with each of the individual Distributorships, plus its own Volume. Production Bonus eligibility for the original Distributorship will be determined based on the achievement of the highest individual Distributorship (see example below).

Volume Points

Volume for B and C will be as follows:

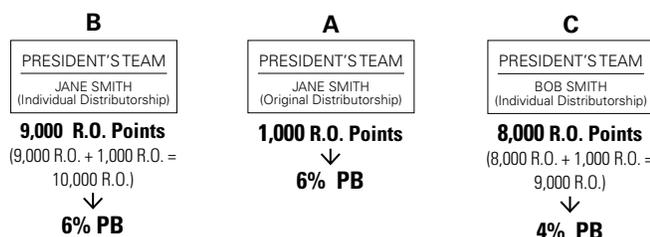
B + A and C + A



Royalty Points

The Royalty Override Points for Production Bonus purposes are combined as follows:

B + A and C + A



The individual Distributorships must comply with the 10 Retail Customers Rule and the 70% Rule and any other requirements to earn Royalty Overrides. Each individual Distributorship is required to achieve the necessary volume to meet the Matching Volume requirements for their own downline who are qualifying for Supervisor status. The buying privileges of the original Distributorship will be temporarily granted to accommodate any Matching Volume requirements for its downline qualifiers.

Recognition: Each Distributor will be recognized for their own accomplishments under the Sales & Marketing Plan. The original Distributorship will not receive recognition.

If the original and an individual Distributorship reach the level of President's Team, only one diamond will be awarded to the upline President's Team member, which remains consistent with the diamond allocation for Distributorships that are not part of a divorce. If the individual Distributorship qualifies for a diamond, only that Distributorship will advance within the diamond status(es).

Events: Rules related to event attendance are specific to each event and may vary. Please refer to event materials for information about accommodations, tickets, transportation, etc.

Rule 14-F Annual Processing Fee and Requalification of Status

Each Distributor is responsible for the payment of the Annual Processing Fee for their individual Distributorship. The original Distributorship is exempt from payment of the Annual Processing Fee.

Each Distributor is individually responsible for meeting the annual Supervisor re-qualification volume requirements, the original Distributorship will requalify as long as one of the individual Distributorships requalifies; however, they may each use the Royalty Points of the original Distributorship in combination with their own, to meet TAB Team re-qualification requirements.

Rule 14-G Requests to Modify Earnings Distribution of the Original Distributorship and Other Changes

Herbalife will only accept written, notarized requests to make changes to the original Distributorship, and all requests must be mutual.

Herbalife will continue to pay the earnings of the original Distributorship in the manner established prior to the separation/divorce. Earnings divisions can only be accommodated upon court order or upon receipt of a written and notarized letter of request from each Distributor. Each Distributor must also submit a notarized Request to Pay form in addition to the court order or letter of request. The request must include specific directions about the distribution percentage and the tax liability of each person in regard to these earnings.

Once Herbalife approves the earnings division, future changes to payment direction must be contained in an order from the court or in a notarized, joint letter of request.

The earnings statements for the original Distributorship will be mailed to the address of record, unless each party submits a written and notarized letter of instruction.

Rule 14-H Authority of a Legal Decision

This associated Application as defined in Rule 14-D "Rights to Continue a Distributorship Under the Same Sponsor" or 14-C "Joining Under a Different Sponsor/Participating in Another Distributorship," and any other Herbalife rule or regulation, in no way supersedes the dictates of any court of law as to the disposition of the Distributorship and/or the rights, benefits or obligations of either party to the Distributorship.

Rule 14-I Impact of Policy Violations

If Herbalife determines that a Distributor’s conduct violates any Rule, Herbalife shall have sole and absolute discretion to determine the disposition of each associated Distributorship, including but not limited to decisions whether to terminate, impose penalties or sanctions, or place conditions on any of the Distributorships.

Rule 14-J Transfers

If the Distributorship is awarded to a spouse or if a Distributor relinquishes their entire interest in the original Distributorship and decides to establish a new Distributorship, the following will apply:

- The Sponsor of the original Distributorship must sponsor the new Distributorship, OR the Distributor must maintain a one-year period of inactivity from the date of the Final Divorce Decree or Judgment before signing under a new sponsor. (Please refer to Rule 7-D “Period of Inactivity.”) Failure to abide by Rule 7-D is considered a violation of the Sales & Marketing Plan and will result in termination of the Distributorship in question.
- The new Distributorship will be wholly independent from the original.
- If Herbalife receives the new Application for Distributorship within one year of the transfer, the status of the new Distributorship will be equal to the status of the original at the time of the transfer. Otherwise, it will be at Distributor status, with 25% discount buying privileges.
- Advancement within the Sales & Marketing Plan, royalty earnings, and/or other bonuses are based on the volume achievements of the new Distributorship only.
- The transfer will be retroactive to the first day of the month during which it is approved.

Rule 14-K Re-Marriage/Multiple Divorces

Herbalife will only accept and associate one set of divorced Distributorships. The first time Herbalife is notified about a divorce, the result will be the establishment of two new Distributorships that will be associated to the original Distributorship as described in Rule 14-D “Rights to Continue a Distributorship Under the Same Sponsor.” In the event that one Distributor remarries, their spouse can be added to their individual Distributorship

The policy for multiple divorces is best understood by the following example:



If Bob remarries, the three Distributorships are still associated and the new marriage does not affect the divorce setup. The situation becomes this:



Section 15 Disposition of a Distributorship

Rule 15-A Inheritance

Upon the death of a Distributor, the deceased’s Distributorship may be transferred to an heir, subject to applicable laws and Herbalife’s rules, and with Herbalife’s approval and acceptance in its sole discretion.

The Rules of inheritance allow an active Distributor to own and operate a maximum of three Distributorships – their own, plus up to two others acquired by inheritance from a *qualified family member. An inherited Distributorship may be transferred to the heir directly, or in the case of a Distributorship that is President’s Team status, to a Corporation owned by the heir.

Through this process, the Period of Inactivity (as specified in Rule 7-D) shall be waived, provided the following additional conditions apply:

1. The lineage relationship between the heir’s existing Distributorship and the inherited Distributorship(s) must be vertical (in the same line).
2. The inherited Distributorship must be at TAB Team level.
3. The heir must provide documentation, including indemnities and assurances satisfactory to Herbalife in its sole discretion regarding their legal ability to instruct Herbalife as to the disposition of the deceased’s Distributorship.

Inherited Distributorships will be considered as separate entities, each subject to fulfilling the business activities, sales Volume and compensation terms as set forth in Herbalife’s Marketing Plan, with the exception of Lifetime Volume achievements, which allow for the combination of the heir’s own total volume with the inherited Distributorship’s total volume. The heir will be responsible for payment of fees, fines (if/when applicable), and subscriptions for each Distributorship maintained, including the Annual Processing Fee, and BizWorks (as applicable).

The heir must abide by all Rules of Conduct and Sales & Marketing Plan, not only for their personal Distributorship, but also for any Distributorship inherited.

*A qualified family member is defined as a spouse, parent, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, stepparents, stepchildren, stepbrother, stepsister, cousin, aunt, uncle, niece, and nephew.

For transfer consideration or to request the cancellation of a deceased's Distributorship, please contact your local Distributor Services team in order to receive instructions and paperwork about initiating either process.

The final disposition of the Distributorship will be subject to approval by the Legal Department of Herbalife's Worldwide Corporate Headquarters in Los Angeles, California.

Section 16 Purchasing and Sale of Products

Rule 16-A Proper Purchasing

Non-Supervisor Distributors may purchase Herbalife products only from their Sponsor, their first upline Supervisor (only if their Sponsor is not a Fully Qualified Supervisor) or directly from Herbalife.

Products purchased directly from Herbalife by non-Supervisor Distributors (at discount of less than 50%) are credited to the first upline Fully Qualified Supervisor's Personal Volume.

Rule 16-B Orders Purchased at 50% Discount

All product purchases eligible for a 50% discount (Supervisor orders) must be purchased directly from Herbalife and may not be purchased from an Upline Supervisor or other Distributor.

Rule 16-C Buying and Selling Products Outside Proper Line of Sponsorship

A Distributor is prohibited from buying products from any Distributor other than as authorized in Rules 16-A "Proper Purchasing" and 16-B "Orders purchased at 50% Discount." Likewise, a Distributor is prohibited from selling to any Distributor other than their downline personal organization, in keeping with Rules 16-A and 16-B. (Refer to Business Methods, Rule 1-L "Restrictions on Solicitations and Sales of Business Methods to Herbalife Distributors" in the "Supplemental Rules" section.)

Rule 16-D Orders Must Be Paid by Purchaser

Payment for all orders purchased from Herbalife must be made by the Distributor designated as Purchaser on the order, their spouse or the first upline Supervisor if the Purchaser is a non-Supervisor, unless specific written approval is given to Herbalife for payment to be made by another individual. If written approval is given, it is for a specific order only and all subsequent orders will have above rules applied.

Distributors may not provide payment for product orders in another Distributor's name, unless a Supervisor is ordering for a non-Supervisor, which is considered the Supervisor's own Personal Volume.

Attempts to purchase products in another Distributor's name could be interpreted as attempts to improperly advance in the Marketing Plan.

Rule 16-E Unacceptable Forms of Payment

Distributors may not use the credit cards, personal checks or any other form of payment from their Distributors, retail customers or other individuals to pay for orders purchased from Herbalife.

Section 17 Customer Retail Receipts and the Customer Refund Policy

Rule 17-A Providing Retail Receipts to Customer

A Distributor must provide an official completed Herbalife Retail Order Form to all retail customers when the sale is completed. This must list the products sold, the sales price, and the name, address and telephone number of the Distributor and the customer. Distributors are required to maintain their copy of all Retail Order Forms on file for a period of two (2) years. Herbalife maintains the right to request copies of these and to verify the transactions and the terms and conditions of the sale, and the service provided by the Distributor.

Rule 17-B Customer Refund Policy

The Herbalife products have a 30-day money-back guarantee for the retail customer. The 30 days commence on the date the customer receives the product. When a customer requests the guarantee be honored, the Distributor must respond quickly and courteously. They may offer the customer a choice of a full refund of the purchase price or full credit for exchange of other Herbalife products, in accordance with the return procedures set forth in this book. The Distributor must honor the customer's choice. (Refer to the procedures on page 23 of the "Sales & Marketing Plan" section of this book.)

Section 18 Payments and Adjustments

To qualify for monthly Royalty Overrides, Production Bonuses or other bonuses offered by the Company, Distributors must meet sales production and Royalty Point requirements that are fully defined in the "Sales & Marketing Plan" section of this book, or in other literature and promotional material. Additionally, in order to earn these payments, Distributors must meet certain requirements for retail customers and product distribution, and confirm those on the 1st of each month on the Earnings Certification Form. The additional requirements are defined below.

Rule 18-A Product Distribution

Herbalife is a wholesale/retail distribution Company. Products purchased from the Company are intended to be sold and distributed to retail customers and downline Distributors, or used for Distributors' and their immediate families' own personal consumption. The purchase of products primarily as an attempt to qualify for advancement in the Marketing Plan is not permitted.

Any such attempts will result in severe sanctions, including, but not limited to, demotion in team status, probation, suspension of buying privileges, suspension of earnings, disqualification from bonus participation, and deletion or termination of the Distributorship.

Rule 18-B The 10 Retail Customers Rule

A Distributor must personally make sales to at least ten (10) separate retail customers in a given Volume Month to qualify for and receive Royalty Overrides, Production Bonuses, and other bonuses paid by Herbalife. For the purpose of fulfilling the certification requirements of this Rule, a Distributor may count any or all of the following each Volume Month.

- A sale to a retail customer;
- A sale to a first-line Distributor with up to 200 Personally Purchased Volume Points (and no downline Distributors) may be counted as a sale to one (1) retail customer; and
- *A Nutrition Club member who consumed products during ten (10) visits to a Nutrition Club within one Volume Month may be counted by the Nutrition Club operator as a sale to one (1) retail customer.

If the Distributor fails to timely certify to Herbalife that they have sold to at least ten (10) retail customers in a given Volume Month, Royalty Overrides, Production Bonuses, and other bonuses will not be paid to the Distributor.

Rule 18-C The 70% Rule

In order to qualify for and receive Royalty Overrides, Production Bonuses, and other bonuses paid by Herbalife, at least 70% of the total value of Herbalife products a Distributor purchases each Volume Month must be sold or consumed that month. For the purpose of fulfilling the certification requirements of this Rule, a Distributor may count any or all of the following:

- Sales to retail customers;
- Sales at wholesale to downline Distributors; and
- *Product consumed at Nutrition Clubs.

If the Distributor fails to timely certify to Herbalife that they have sold or consumed 70% of the product purchases made that Volume Month, Royalty Overrides, Production Bonuses, and other bonuses will not be paid to the Distributor.

Rule 18-D Commission Payments for Downline Distributors

On orders purchased directly from Herbalife, the Wholesale Profit or Commissions earned by downline Distributors will

be paid to the Qualified Producer (when one is within the line of payout) or the Supervisor. The Qualified Producer and Supervisor are required to pay these Commissions out to their downline Distributors by the end of the month the Commission payment is received.

Rule 18-E Maintenance of Records

Distributors must maintain records of all their product distribution for a minimum of two (2) years. The records must contain the name, address and telephone number of the customer or Distributor to whom products were sold, complete information on products bought, and amount and method of payment. These records must be provided to Herbalife immediately upon request. Herbalife maintains the right to contact retail customers and downline Distributors to confirm these transactions and the level of service provided by the Distributor.

Rule 18-F Debts Owed to Herbalife

If a Distributor owes Herbalife a debt, including, but not limited to, any amount owing to Herbalife for products ordered, adjustments to earnings for inventory repurchases by downline Distributors or other earning adjustments, penalties assessed due to violations of the Rules of Conduct or other regulations of the Company, return of check or other form of payment for insufficient funds or past due Annual Processing Fees, Herbalife reserves the right to deduct the amount owed from any sum payable to the Distributor, or to withhold payment of monies owed until such time as all amounts owing by the Distributor to Herbalife have been paid in full and/or may decide not to recognize any qualification until the amount due Herbalife has been paid or settled.

Rule 18-G TAB Team Production Bonus

This bonus is paid to TAB Team members who complete all the qualification requirements and who demonstrate leadership both within their organization and to all other Distributors. Any TAB Team member who is in violation of any of the Rules of Conduct, Distributor Policies or other rules and regulations of the Company may forfeit the right to participate in this bonus program. Herbalife, in its sole and absolute discretion, may determine a Distributor's eligibility to participate in this bonus.

Section 19 Activities and Locations

The fundamental business of an Herbalife Distributor is the selling of Herbalife products to consumers through direct selling, meaning sales occurring away from a "Retail Location", whether by long distance or face-to-face, in a

*If a Distributor utilizes Nutrition Club sampling activity towards compliance, the Distributor shall maintain a log of member visits for at least two years, setting forth the name of the member, dates of visits, and contact information, and shall make those records available for verification purposes if requested by the Company.

transaction in which there is a direct and personal interaction between the Distributor and the customer.

Rule 19-A Retail Establishments

No Distributor shall (directly or indirectly, through any person, means or device) display or sell Herbalife products, product-related literature, or promotional items in any retail establishments, including but not limited to stores, open or enclosed markets, pharmacies, grocery, health food or military stores, temporary kiosks, booths in malls, outlets, or any other location which Herbalife determines, in its sole and absolute discretion, is inconsistent with direct selling. (Refer to the "Direct Sales Do's and Don'ts" table at the end of this section.)

Rule 19-B Distributor's Private Offices

A Distributor with a private office may sell, sample, and display Herbalife products, product-related literature, or promotional items from such an office, provided that products are not advertised for sale, and no products, signs, posters, flyers or brochures are visible from the street or sidewalk. Exterior signage to identify an office is permissible subject to the following restrictions:

- Must not invite passersby to purchase product, and may not indicate to a passersby that Herbalife products are available inside
- Must ensure the location is not perceived as a store, restaurant, franchise or other "Retail Location" (Refer to the "Direct Sales Do's and Don'ts" table at the end of this section.)

Rule 19-C Doctor's or Other Professional Offices

Doctors, healthcare or other professionals who are also Distributors may sell Herbalife products from their offices provided that products are not advertised for sale, and there are no products on display. It is permissible to have Herbalife-produced brochures or literature on a counter top or table, provided they are not presented in a display

fashion. (Refer to the "Direct Sales Do's and Don'ts" table at the end of this section.)

Rule 19-D Service Establishments

Distributors may not advertise that Herbalife products are available at service establishments which include but are not limited to beauty salons, barbershops, gyms and health clubs. Product, product-related literature, promotional items, or signs may not be on display in any service establishment, nor may any signs be visible from the exterior of the location that indicate to a passerby that Herbalife products are available inside. Subject to these restrictions, sales and sampling of Herbalife products are allowed.

Herbalife has sole and absolute discretion as to the determination and application of this policy. (Refer to the "Direct Sales Do's and Don'ts" table at the end of this section.)

Rule 19-E Trade Fairs, Athletic and Community Events

Herbalife products may not be available for sale at trade fairs, or athletic and other community events. However, sampling and display of Herbalife products are permissible. Artwork for branded banners, table skirts, flags and tents/canopies which are approved for use in association with sampling may be downloaded from the Assets Library at MyHerbalife.com. (Refer to the "Direct Sales Do's and Don'ts" table at the end of this section.)

Rule 19-F Swap Meets, Flea Markets, Open-Air Markets, Street/Vendor Carts

Distributors may not sell, sample, or display Herbalife products at swap meets, flea markets, open-air markets, street/vendor carts, or similar locations/events, or other locations that Herbalife determines, in its sole and absolute discretion, are inconsistent with "direct selling" or are not conducive to the brand image of Herbalife. (Refer to the "Direct Sales Do's and Don'ts" table at the end of this section.)

Direct Sales Do's and Don'ts						
Locations	Display	Sales	Promotion or Advertising of Product Sales	Exterior Signs	Sampling	Branded Materials
Retail Locations	No	No	No	No	Yes	Yes
*Temporary Kiosks, Booths in Malls and Outlets	No	No	No	No	Yes	Yes
Swap Meets, Flea Markets, Open-Air Markets, Street/ Vendor Carts	No	No	No	No	No	No
Distributor's Private Offices	Yes ¹	Yes	No	Yes ²	Yes	Yes
Doctor's or Other Professional Offices	No	Yes	No	No	Yes	Yes
Nutrition Clubs (Non-Residential Locations)	Yes ¹	Yes	No	Yes ²	Yes	Yes
Nutrition Clubs (Home Locations)	Yes ¹	Yes	No	No	Yes	Yes
Service Establishments	No	Yes	No	No	Yes	Yes
Trade Fairs, Athletic & Community Events	Yes	No	No	Yes ³	Yes	Yes

* "Temporary" is defined as occasionally present, not permanent. Permanent locations are not permitted.

1 Not visible from the exterior.

2 Subject to limitations as to content.

3 Allowed for booth identification. Subject to limitations as to content.

Section 20 Sponsoring and Offering the Business Opportunity

Rule 20-A Franchises or Territories

Herbalife does not have territories nor franchises. No Distributor may represent, imply, or mention in any way, that there are franchises or territories available under the Herbalife Sales & Marketing Plan, when presenting or offering the business opportunity.

Rule 20-B Offering the Business Opportunity

When offering the business opportunity or presenting the Herbalife Sales & Marketing Plan, a Distributor must:

- Clearly indicate that the principle activity of a Distributor is to sell and distribute Herbalife products to Retail Customers and may not represent or imply that this is secondary to sponsoring or building the business.
- Not imply or represent that a Distributor can benefit solely by the sponsoring of other Distributors.
- Not imply that a Distributor is under any obligation to sponsor others to become Distributors.
- Not imply that success may be achieved with little or no effort and must clearly indicate that Royalty Overrides, Production Bonuses or other earnings of an Herbalife Distributorship may only be achieved through the continuing sales of Herbalife products to retail customers by themselves and their sponsored Distributors, and after certain qualifications have been met.
- Not represent that there is any obligation to purchase products, literature or sales aids except for the Herbalife Distributor Kit (IBP), nor may they represent that Royalty Overrides, Production Bonuses or other benefits may be obtained solely from the purchase of products rather than the sale of products. (Refer to Rule 22-F "Home-Based Business Claims" and 22-G "Claims Regarding Relationship Between Herbalife and Herbalife Distributors" in the "Rules of Conduct and Distributor Policies" section of this book.)
- Not make any statements which are not accurate and truthful. (Refer to Rules 22-F "Home-Based Business Claims" and 22-G "Claims Regarding Relationship Between Herbalife and Herbalife Distributors" in the "Rules of Conduct and Distributor Policies" section.)

Section 21 Selling Practices

Rule 21-A Undesirable Selling Practices

A Distributor shall not engage in high-pressure selling, but shall always conduct themselves in a courteous and considerate manner. All presentations of Herbalife products must be complete and truthful, including but not limited to, instructions on the usage directions and precautions if any, as specified on the product labels and any accompanying literature.

Rule 21-B Product Sales to Non-Distributors for Resale

No Distributor may sell or otherwise provide Herbalife products to persons who are not Herbalife Distributors and whose intention it is to resell those products.

Additionally, Distributors may not purchase Herbalife products with an intent to commercially provide or resell those products within the 12-month period following the relinquishment or resignation of their Distributorship, in a manner which they could not have done while a Distributor under the Rules.

Rule 21-C Modifications to Labels and Materials

A Distributor may not delete, add, modify or alter any labels, literature, material or packaging for any Herbalife product or literature, including the official Herbalife Distributor Kit (IBP).

In addition, products or samples packaged for daily use may not be resold individually.

Rule 21-D Directions for Use

Distributor shall explain the directions for use and cautions, if any, specified on product labels when selling, or providing samples of the products.

Rule 21-E Product Storage

Distributors are responsible for properly storing and following storage instructions provided on Herbalife product labels. Proper storage of products may include, but is not limited to, keeping products properly sealed, maintaining products in a cool dry place, and keeping products out of direct sunlight.

Section 22 Claims and Representations

Claims and Representations Generally

In addition to the specific Rules that follow, all claims, representations and testimonials, including those related to weight loss and product efficacy and financial performance (including income) must be lawful, truthful and not misleading. They must have a reasonable basis in fact and must have been substantiated in writing in advance of publication or other communication. They must also be consistent with claims and representations made in current Herbalife marketing publications or on current Herbalife product labels. Since the law in this area is subject to change, and as an accommodation to its Distributors (but not as the rendering of legal advice), Herbalife may post

updates of this Rule, updated disclaimers, and updated Average Gross Compensation of U.S. Supervisors at MyHerbalife.com. Distributors are required to visit the website and review these advisories or Rule changes with care.

Rule 22-A Audio and Visual Presentations

In addition to the Rules that follow, there are specific requirements for including appropriate disclaimers (described below) on audio and visual presentations whether they are branded or unbranded.

The disclaimers must appear at the beginning and the end of the presentations, long enough for anyone to read (in the case of visual), or hear (in the case of an oral presentation).

Rule 22-B Weight-Loss Claims

All weight-loss claims and representations, including testimonials, must be accompanied by the following disclaimer, placed prominently, using a font size no less than 10-point type on every page on which the claims appear:

An extensive questionnaire generated responses from more than 200 U.S. Herbalife Independent Distributors about their weight-loss programs and results. They reported weight loss ranging from 4 pounds to 167 pounds and a reduced body mass index (BMI) of 1.5 points to 24.1 points, suggesting that consumption of Herbalife products is associated with weight loss and improvement in BMI in those ranges.

Rule 22-C Structure/Function Claims

Distributors may make only those structure/function claims that appear on Herbalife's label and marketing materials for the product in question. A structure/function claim is one that the product may "assist" or "support" a particular organ/bodily function (example: "calcium in this product helps build strong bones"). All structure/function claims, including testimonials, must be accompanied by the following disclaimer, placed adjacent to the claims, and in a minimum of 10-point type on every page on which the claims appear:

These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.

Rule 22-D Product Claims

Distributors must not:

- Make any oral or written medical, therapeutic or curative claims about Herbalife products. If a customer is under a physician's care, Distributors are advised to recommend the customer consult with a physician before undertaking any changes in diet. Any person with heart, liver or kidney disorders, or who is under current medical treatment, should always be urged to seek the advice of a physician before changing their diet.

- Make any claims about the Herbalife products, either orally or in print, other than those presented in the Career Book, Product Brochure or other official Herbalife literature.
- Misrepresent, in any way, the price, quality, performance or availability of Herbalife products.
- Use the name of the Food and Drug Administration (FDA) when representing the Herbalife products.

Rule 22-E Earnings Claims and Testimonials and Compliance With the Law

Distributors are responsible for understanding and following the laws relating to earnings claims and testimonials in each jurisdiction in which they intend to conduct business.

Branded Materials: If an income claim is made in advertising copy or other materials that mention Herbalife, a disclaimer must accompany the claim. "Lifestyle Claims" (such as those involving cars, pools, vacations, etc.) and personal testimonials about earnings or lifestyle are "income claims" and subject to this Rule. All branded income claims require a disclaimer as follows:

Income applicable to the individuals (or examples) depicted and not average. For average financial performance data, see the Statement of Average Gross Compensation for U.S. Supervisors at Herbalife.com and MyHerbalife.com.

Alternate Disclaimer: When describing the results achieved by the top 1% of Herbalife Distributors, the following disclaimer is also acceptable (with the same font and placement requirement):

The incomes presented are those of persons within the top 1% of Herbalife Distributors.

Unbranded Materials: If an "income claim" is made in advertising copy or other materials that do not mention Herbalife, a disclaimer must accompany the claim. "Lifestyle" claims (such as those involving cars, pools, vacations, etc.) and personal testimonials about earnings or lifestyle are income claims and subject to this Rule. All unbranded income claims require a disclaimer as follows:

Income applicable to the individuals (or examples) depicted and not average.

The disclaimer must be displayed in a font size no less than 10-point type or 75% of the size of the income claim, whichever is larger. Under the following limited circumstances, alternate disclaimers are acceptable on unbranded materials as follows (same font and placement requirement):

1. When describing the results achieved by the top 1% of Herbalife Distributors:

The incomes presented are those of persons within the top 1% of all participants.

2. When advertising on business cards, opportunity cards,

classified ads, or any other format which is less than 6 square inches:

Incomes presented not typical.

Rule 22-F Home-Based Business Claims

When promoting the Herbalife income opportunity, Distributors may not misrepresent the extent to which the activities of a Distributor can be conducted solely in the home.

Rule 22-G Claims Regarding Relationship Between Herbalife and Herbalife Distributors

The Herbalife income opportunity is a potential career for Distributors, but under no circumstances is it a job, as that term is commonly understood. Distributors are, at all times, self-employed independent contractors, and may not claim, represent or imply that they are employed by, speak for, or provide any kind of consulting services to Herbalife, or that the Herbalife business is a job. For example, Distributors may not use the terms "job," "salary," "employment," or "paid vacations" (or any similar terms) in promoting the income opportunity, nor may Distributors market the income opportunity using tools primarily or wholly devoted to advertising job opportunities including, but not limited to "Help Wanted" ads, employment bulletin boards, and Internet job search engines, unless the advertisements clearly and conspicuously indicate that what is being offered is an independent income opportunity, and not a job or employment.

Section 23 Use of Copyrights, Trademarks, Trade Names and Logos

Rule 23-A Copyright Infringement

No Distributor or any other person may reproduce, in whole or in part, any printed material or audio or visual recordings that have been produced by Herbalife unless given written authorization to do so by Herbalife. These materials are protected by copyright, whether registered or unregistered, and are considered proprietary to Herbalife.

Rule 23-B Consent for Reproduction

Distributors wishing to use full and exact reproductions of articles or materials contained in official Herbalife material such as the Career Book, the Product Brochure, Herbalife Today magazine, audio/visual recordings or other literature, to be incorporated into presentations to their own Distributor organization or for informational purposes, may do so only if they have received prior written approval from Herbalife and if such reproduction is followed by this statement:

Reproduced with the permission of Herbalife International. All rights to the Herbalife name and logo and any trademarks or trade names of Herbalife, are the property of Herbalife International and its subsidiaries or associated companies.

Rule 23-C Trademarks, Trade Names and Logos

A trademark or logo is a proprietary name or symbol which Herbalife has the exclusive legal right to use. For example, the symbol and the word “Herbalife” are Herbalife trademarks. A trademark also includes the name used for an Herbalife product, such as Cell-U-Loss®, Herbalifeline®, etc.

A trade name is a business name which Herbalife has the exclusive right to use. Company names such as Herbalife International of America, Inc. or Herbalife of Canada, Ltd. are our legal trade names.

Subject to the following conditions, it is permissible for Distributors to use those trademarks, trade names and logos which Herbalife makes available for downloading from the Assets Library at MyHerbalife.com.

- Herbalife’s logos/assets may not be obtained from any source other than Herbalife.
- Use of logos, including the Tri-Leaf logos, must always be accompanied by identifying yourself as an Herbalife Independent Distributor, and removal of this wording is strictly prohibited. Failure to do so can cause confusion in the marketplace.
- Distributors may not alter the logos in any way, except to resize as necessary to fit the specific tools and materials you create. Removal of the “Independent Distributor” wording (in conjunction with the logo) is absolutely prohibited.
- Logos may only be used in a manner that is in compliance with the law and Herbalife’s rules and regulations (including the Rules of Conduct and Distributor Policies, the Supplemental Rules of Conduct, and the Nutrition Club Rules) all of which can be accessed on MyHerbalife.com.

Herbalife, or any of its subsidiaries, reserves the right to withdraw its consent at any time at its sole and absolute discretion.

Rule 23-D Use of Herbalife Name in TV, Radio, Magazines or Newspapers

The word “Herbalife” or the specific mention of any Herbalife products or pictures of products may not be used in any media advertisements, whether in print, audio or visual recordings, including, but not limited to, newspapers, magazines, radio and television, other than as indicated in the advertising regulations.

Rule 23-E Toll-Free Telephone Numbers

Distributors may have a toll-free telephone number; however, it is not permissible to use any Herbalife trademarks, trade names, product names, or slogans such as: Herbalife®, Herbalife International, Herbalifeline® and Cell-U-Loss® in conjunction with the toll-free number. Distributors may only identify or list themselves as Herbalife Distributor or Herbalife Independent Distributor.

Rule 23-F For Use Only With Herbalife Business

Distributors may use Herbalife-produced literature or promotional material solely for the purpose of conducting their Herbalife business.

Rule 23-G Mark Hughes

The name or image of Mark Hughes (founder of Herbalife) may not be used in any form of advertisement.

Rule 23-H Addresses

The Herbalife International World Operations Home Office address, or the addresses of any Herbalife companies or offices, may not be used, published, or promoted by any Distributor, as their own.

Section 24 Advertising and Promotion

Herbalife endeavors to produce and make available effective promotional literature and sales tools for Distributors’ use in advertising or promoting their business.

Rule 24-A Approved Advertisements and Promotional Materials

Distributors may produce their own promotional materials provided they are truthful and accurate in content; make no therapeutic, disease or medical claims; do not imply an employment opportunity; and otherwise follow all Rules of Conduct that apply to Advertising.

Rule 24-B Local Laws

In addition to Herbalife’s policies, Distributors must comply with any and all local, state and federal ordinances, laws or other regulations when advertising or promoting Herbalife products or the business opportunity. It is the responsibility of the Distributor to determine what these may be and how they apply to their business.

Rule 24-C Price Advertising

Herbalife Distributors are independent businesspersons and may sell Herbalife products, Herbalife-produced literature, and promotional items at any price they choose. It is prohibited, however, to advertise prices or pricing information such as “special offer,” “____% off,” “free shipping” or “special discounts” to the GENERAL public (i.e., persons who have not had prior personal contact, related to Herbalife products or opportunity, with the Distributor placing the advertisement).

Distributors may advertise prices and pricing information to existing customers, downline, and potential new customers who have made direct, personal contact and indicated an interest in purchasing, subject to Herbalife’s other Rules.

The price advertising restriction applies to branded and unbranded advertising and to all forms of media, including,

but not limited to, television, radio, telephone, Internet, newspapers, magazines, flyers, leaflets, handbills, pull-tabs and all forms of signage.

Materials of any kind, whether produced by Herbalife or by a Distributor, that indicate Herbalife's suggested retail prices may not be provided or shown to persons who have not had prior personal contact with the Distributor in connection with the Herbalife product or opportunity. In addition, Distributors may not modify Herbalife-produced literature or material which in its original form features suggested retail prices, including relevant pages of the Company's website.

E-COMMERCE:

Independent Distributors who operate personal websites may advertise product prices or pricing information only on the pages that are password protected. That is, in order to view prices or pricing information a consumer must first input a password or access code that is unique to each individual customer, and which has been obtained from the Distributor through a personal interaction, with the consumer. Personal interaction is defined as a personal phone call, a one-on-one email, or an in person conversation. The use of recorded messages and auto-responses and the like (whether by phone, Internet, or email) do not constitute personal interaction. The word "Herbalife" (or any variation of the word "Herbalife") may not be used as a password.

Distributors selling through public e-commerce sites not otherwise prohibited by the Rules of Conduct may advertise products for sale, however pricing and price related information may not be displayed except as otherwise permitted by this Rule 24-C.

Pages which are not password-protected (or third party e-commerce sites) may feature the following live hyperlink related to prices/purchasing:

"FOR PRICING INFORMATION OR TO INITIATE AND COMPLETE A PURCHASE CLICK HERE."

The above link may only direct consumers to a page or screen that indicates the Distributor's contact information (name, email address and/or telephone number) for consumers to obtain pricing information or a password (if prices appear on the website) directly from the Distributor.

Prices and pricing information may not be advertised by any other means or on any other websites, including, but not limited to:

- Email (where there is no pre-existing business or personal relationship – including email sent to handheld devices);
- Banner ads anywhere on the Internet;

- Popup ads anywhere on the Internet;
- "Sponsored search results" or "sponsored ads" anywhere on the Internet;
- On social networking sites that allow public viewing, including, but not limited to, MySpace or Facebook;
- On any blog or public message boards.

Rule 24-D Telephone Directory Listings

Distributors may list themselves in the telephone directory under the heading "Herbalife Distributor." The only information that may follow this is the Distributor's name, address, telephone number, fax number, email address or website.

Display ads must conform to all Herbalife advertising regulations, and the word "Herbalife" (other than "Herbalife Independent Distributor"), logos and/or trademarks of Herbalife International may not be used in any way other than as used in the approved advertisements. Categorical listings are permissible under accurate (non-medical, non-therapeutic and non-curative) headings. Accurate headings would include: "Hair Care Products," "Skincare Products," "Health Products" or "Nutritional Products," and "Weight Loss/Control."

Distributors may use display ads as long as the advertisement is within the guidelines for print advertising.

Section 25 Posting Advertising Materials

Herbalife periodically updates, publishes, and makes available a wide variety of advertising templates for Distributor's use. Distributors may not alter these templates other than to personalize them with their name and contact information.

The advertising templates are available for download from MyHerbalife.com, or may be requested from Herbalife's Distributor Relations Department at 866-866-4744.

Distributors may only use these templates as allowed by the rules.

Rule 25-A Posting Locations

Private Property:

Distributors may post advertising materials on private property with the written consent of the owner of such property. Herbalife offers a "Letter of Consent to Post Advertising on Private Property" which Distributors may download and use at MyHerbalife.com, or which they may obtain from Herbalife's Distributor Relations Department at 866-866-4744.

Advertising materials may not be visible from the street or sidewalk when used in connection with a private office or other location in which Herbalife business is done, and may not be posted or distributed in a manner that might be a distraction to motorists or pedestrians.

Public Property:

Distributors may not post advertising materials on public property, including utility poles, street lights, traffic lights, parking meters or traffic signs.

Rule 25-B Pull-Tabs, Flyers and Hot Pockets

Pull-tabs, flyers and hot pockets may be used provided their content and manner of use complies with the rights of others, Herbalife's Rules of Conduct and Distributor Policies, any other Herbalife Rules, and the law. An example of a permitted use is posting of flyers on bulletin boards and other locations established for the specific purpose of allowing the posting or commercial notices.

Rule 25-C General Rules

Distributors must comply with all applicable laws, regulations and ordinances when advertising and promoting Herbalife products or income opportunity.

Although Herbalife provides guidance and, in some cases, imposes additional restrictions, it is the responsibility of the Distributor as an independent businessperson to determine what the law requires.

- All materials covered by this Rule must include the name and postal address (or personally answered telephone) of the Distributor who posted or distributed the material.
- No materials may be attached to ATMs, telephones, vending machines or gasoline pumps, or be attached or left in a manner that creates a nuisance.
- Materials must be promptly removed upon the request of any government authority, the owner of the property (in the case of a withdrawal of consent) or Herbalife.

This Rule is likely to undergo periodic updates. Distributors are required to check for updates to this Rule by visiting MyHerbalife.com or by calling Herbalife's Distributor Relations Department at 866-866-4744. Materials which do not comply with updated Rules must be taken down or removed promptly.

Rule 25-D Penalties for Violations

Violations of this Rule may have serious consequences, including formal reprimands, significant fines, suspension of buying privileges or termination of Distributorships. Where a landowner, property owner or governmental entity charges for clean-up costs, these costs shall be borne (or at Herbalife's option, reimbursed to Herbalife) by the responsible Distributor. Penalties are determined in Herbalife's sole and absolute discretion.

Section 26 Electronic Marketing and Promotion

Rule 26-A Must Disclose Relationship to Herbalife on Home Pages Featuring Corporate Logos/Marks

Distributors operating websites related to their Herbalife business may feature the Herbalife®/Shapeworks® logos and other Herbalife trademarks on their sites, but must disclose their relationship to Herbalife by placing the phrase "Herbalife Independent Distributor" in a prominent location on the home page, appearing in the same font size as the surrounding text, and the phrase must also appear on every Web page on which a logo or trademark appears. In the case of a Distributor marketing the Shapeworks® brand, "Shapeworks® Independent Distributor" may be used. Trademarked/copyrighted words and phrases may not be used in the website domain name (URL), the titles for any pages within websites (including, but not limited to, the home page), or in email addresses.

Rule 26-B Domain Names, Email Addresses and Websites

Distributors using websites that offer product sales as part of their Herbalife business must clearly and conspicuously display the Distributor's personal name and business address along with "Herbalife Independent Distributor," on the home page and as part of any contact and within unrestricted, publicly accessible profile information within the website. Anonymous postings or the use of an alias is prohibited.

The Distributor's business name may not be a substitute for the personal name of the individual Distributor, but may be included in addition to the Independent Distributor's personal name.

If multiple Distributors are ordering or fulfilling product or otherwise participating in support on the same website, all names and current contact information must be listed.

Distributors may not use the name "Herbalife®," Herbalife®/Shapeworks® trade names, Herbalife®/Shapeworks® product names, or other intellectual property of Herbalife (or any variations thereon) in domain names (URLs), the titles for any pages within websites (including, but not limited to, home pages), or email address. However, the Herbalife name and product names may be used in search engine Meta tags, and title tags. In the case of a domain name violating this Rule, Herbalife shall have the right to require the owner to transfer it to Herbalife immediately and at no cost to Herbalife. This shall be in addition to Herbalife's other rights and remedies.

Rule 26-C Hyperlinking and Associations

Distributors may not use third parties trademarks, trade names, or product names (or any variations thereon) in domain names (URLs), the titles for any pages within websites (including, but not limited to home pages), email addresses or Meta tags, unless they have sought and obtained prior written consent

from the owner. Independent Distributors shall indemnify and keep Herbalife safe and harmless from and against any liability or claim of any nature filed by any third party arising or related to the use of third-party trademarks, trade names or product names by Independent Distributors.

Distributors may link their websites to:

1. Herbalife's official home page or any other website produced or maintained by Herbalife.
2. Any other websites maintained by them to promote Herbalife's product line and income opportunity.
3. Any third-party websites that will assist them in promoting Herbalife's product line and income opportunity, so long as such websites are compliant with Rule 26-D "Associating Other Organizations" in this section of the Rules of Conduct.

Rule 26-D Associating Other Organizations

Distributors may feature third-party advertisements on their websites so long as, in Herbalife's sole and absolute judgment, the advertisements:

1. Are unconnected to any religious or political organization;
2. Do not damage the name or reputation of Herbalife or its Distributors;
3. Do not misuse Herbalife's service marks, trademarks, trade names, product names or other intellectual property; and
4. Do not directly or indirectly promote any other direct-selling or network marketing companies (regardless of products offered) or any products which are competitive with those sold by Herbalife (including, but not limited to, meal replacements, nutritional supplements and cosmetics).

Rule 26-E Email

The following discussion and Rules on email are generally applicable to all activities of Distributors related to their Herbalife business. They are in addition to federal, state and local legal requirements. As the law in this area is relatively new and constantly evolving, and as an accommodation to its Distributors (but not as the rendering of legal advice), Herbalife may post periodic legal updates at MyHerbalife.com. Distributors are expected to visit the website and review these advisories with care, but nevertheless, Distributors are solely responsible for compliance with all applicable laws. Herbalife strongly recommends that Distributors pay regular visits to the Federal Trade Commission website, ftc.gov, in order to learn about the most recent developments in this area.

1. Generally

Herbalife has adopted the following Rules to comply with the CAN-SPAM Act of 2003, a federal law that governs the use of email messages to advertise or promote a commercial product or service, including content on an Internet website operated for commercial purposes. The law applies to all Distributors who promote the sale of Herbalife products or the earnings opportunity by sending email, regardless of whether the Distributor has a pre-existing business or personal relationship with the recipient. Failure to obey the requirements of the CAN-SPAM Act could result in criminal and civil enforcement actions, imprisonment and severe financial penalties.

2. Rules and Definitions

The following restrictions and prohibitions apply to all Distributors who transmit commercial email messages to promote Herbalife products or the earnings opportunity:

- a. Distributors are prohibited from sending messages unless the Distributor has a prior existing business or personal relationship with the recipient, or the recipient has provided prior affirmative consent to receive the message. "Prior existing business relationship" means a relationship formed by a voluntary, two-way communication between the Distributor and the recipient based on the recipient's prior purchase or transaction. "Personal relationship" means a relationship based on the recipient's status as a family member, friend or acquaintance with respect to the Distributor. "Affirmative consent" means that the recipient has expressly consented to receive the message, either in response to the Distributor's clear and conspicuous request for such consent or at the recipient's own initiative. Consent must specifically address receipt of messages regarding Herbalife products or the earnings opportunity.
- b. Distributors are prohibited from disguising the origin of any email message. Each message must include accurate header information. "Header information" means the source, destination and routing information attached to an email message, including the originating domain name and originating email address, and any other information that identifies the person initiating the message.
- c. The "from" line of each message must accurately identify the person who initiated the message.
- d. The "subject" line of each message must not mislead the recipient about the contents or subject matter of the message.
- e. Each message must contain a functioning return email address or Internet-based mechanism that a recipient may use to submit a reply email message or other form of Internet-based communication requesting that they not

receive future commercial email messages from the sender at the email address where the message was received (“opt-out request”). Each message must provide clear and conspicuous notice of the opportunity to make an opt-out request and how to do so.

- f. Distributors are prohibited from initiating or transmitting commercial email to a recipient who has made an opt-out request more than 10 business days after receiving the opt-out request. Each Distributor must produce and maintain its own Do-Not-Email List (“DNE list”) to track and honor all opt-out requests.
- g. Each message must include a valid physical postal address of the Distributor.
- h. Any Distributor who uses a third-party list vendor or Lead Generator (lead service, or lead provider) to obtain email addresses must verify that each addressee obtained from such vendor or service is not on that Distributor’s DNE list before sending any commercial message to that addressee, even if the list vendor or Lead Generator claims that the addressee has “opted-in” to receive commercial mail or has provided “consent” or “permission” or any other indication that they want to receive commercial messages.
- i. Distributors are prohibited from selling, leasing, exchanging, or otherwise transferring or releasing the email address of a person from whom the Distributor has received an opt-out request.
- j. Distributors are prohibited from obtaining the email addresses of message recipients by address harvesting or dictionary attacks. “Address harvesting” refers to the use of software or any other automated means to collect email addresses that are listed on an Internet website or online service, which may include chat rooms, message boards or online directories. Collecting email addresses from such sources is prohibited if that source posts a notice stating that the operator of such website or online service will not give, sell or otherwise transfer addresses maintained by such website or online service to any other person for the purpose of initiating commercial email messages. “Dictionary attack” refers to automated means used to generate possible email addresses by combining names, letters or numbers into numerous permutations.
- k. Distributors are prohibited from using scripts or other automated means to register for multiple email accounts or online user accounts from which to transmit commercial email messages.
- l. “Lead Generation Services” (also known as “lead generators” or “lead providers”) use marketing techniques to locate potential customers for their clients. Herbalife

Distributors are prohibited from selling leads; however, they may recommend third-party lead provider services to other Distributors, but a Distributor may NOT earn any compensation (directly or indirectly) for referrals leading to sales of leads or other sales aids. Some Distributors buy “leads” to see if the lead might be interested in purchasing Herbalife products or in the Herbalife income opportunity. It is important to know, some Lead providers use techniques that may violate laws that restrict the sending of commercial email. The consequences of contacting leads that have been purchased from or supplied by a service which is using questionable methods can be very severe, even if the Distributor is acting in good faith. It is the Distributor’s responsibility to know and abide by the law and to determine that those with whom they do business do so as well. This means the Distributor must investigate the Lead provider’s techniques that the service employs and confirm to a certainty their compliance with applicable laws. For example, federal law requires that Lead providers using unsolicited email to contact prospects have prior affirmative consent to be contacted from those recipients. Until a Distributor has received written proof that a service’s methods are in compliance with the law, Distributors may not purchase or use leads supplied by that service. The Distributor must keep in mind their own activities and once they have acquired the lead must comply with the CAN-SPAM Act and any other applicable laws. In addition to its other rights and remedies, Herbalife shall have the right to suspend, terminate or take other disciplinary action against a Distributorship using leads generated by means which do not comply with the law, or using those leads in a manner which does not comply with this Rule, Herbalife’s other Rules of Conduct and Distributor Policies, all other Herbalife Rules, and applicable laws.

Rule 26-F Discontinuance of Emailing

Distributors must immediately discontinue email activity if they receive any inquiry or notice of action from a governmental authority regarding their email practices. Distributors must report all such notices or inquiries immediately to Herbalife’s World Operations Home Office. Herbalife retains the option to suspend, terminate and take other disciplinary or legal action against any Distributorship that is not in compliance with Herbalife’s Rules and the laws. This is in addition to Herbalife’s other rights and remedies.

Rule 26-G Search-Engine Advertising

The Herbalife name and product names may be used in search engine Meta tags and title tags. In the case of a domain name violating this Rule, Herbalife shall have the right to require the owner to transfer it to Herbalife immediately and at no cost to Herbalife.

Distributors are permitted to advertise the Herbalife® product line and income opportunity on Internet search engines, but they may only use words and phrases that have been preapproved by Herbalife for such advertising. This restriction applies to the URL, title tag, 25-word description, keywords that make up a Meta tag, alt/image tags that describe the images of a site, sponsored ads that Distributors purchase on search engines, and any other page-related factors used by search engines in determining website rankings. A list of keywords that may optimize your search-engine ranking, and a list of approved advertising phrases are available from Herbalife's Distributor Relations Department (toll-free) at 866-866-4744 or online at MyHerbalife.com. These lists will be updated from time-to-time. Distributors should view the lists regularly and promptly ensure that their search-engine advertising is in conformity.

Rule 26-H Obtaining Priority or Preference With a Search Engine

Distributors may not use any misleading or deceptive tactics (as determined by Herbalife, in its sole and absolute judgment) in order to improve their index preference with search engines.

Rule 26-I Offering Web Services

Distributors offering any Web services through a vendor must provide to each recipient in an easily understandable, direct and permanently available manner, the name, address, fax and phone numbers, and email address of the Vendor/Service Provider.

Rule 26-J Offering Herbalife Products for Auction

Auction sales and sales on auction sites weaken the personal relationships which Distributors must develop with their customers, as well as the Herbalife brand and the image which Herbalife wants to establish for its products. Therefore, Distributors may not (directly or indirectly through any intermediary or instrumentality) offer or facilitate the offering of Herbalife products for sale by soliciting or receiving open bids. This prohibition includes, but is not limited to, soliciting or receiving bids for Herbalife products on the Internet, through a commercial auction website, online auction marketplace, or otherwise. Furthermore, commercial auction websites or online auction marketplaces, and any other sites determined by Herbalife to have an auction focus, are prohibited sales channels even when the proposed sales are at a fixed price.

Rule 26-K International Business

Distributors conducting or seeking to conduct business in international markets via their own or other websites must comply with Herbalife's Rules of Conduct and Distributor Policies, any other Herbalife Rules, as well as the laws and regulations of each country which has jurisdiction over their commercial and Internet activities, including, but not limited to,

rules, laws and regulations pertaining to the confidentiality of consumer data, privacy rights, restrictions on telemarketing and restrictions on marketing over the Internet. Product references may include only those products that are for sale in the particular country to which such communications are directed.

Rule 26-L Privacy Statements

Distributor websites that promote Herbalife products or income opportunity, or any other relationship with Herbalife, must maintain the confidentiality of consumers and site users by complying with the privacy laws in each country from which they receive consumer information. Distributors must post, in a prominent location, a "Privacy Statement" that informs consumers whether or not personal information is being collected about them and how such information will be used.

Rule 26-M Consumer Data

Distributors may not sell, trade or use consumer or site user information, except in connection with Herbalife products or Herbalife income opportunity. If any person or entity requests that their information not be used, the Distributor must immediately honor such request.

Rule 26-N Standard of Personal Conduct

Distributors may not publish, post or distribute any materials on or via the Internet, whether or not in connection with Herbalife that are, in Herbalife's sole and absolute judgment, defamatory, libelous, disparaging, threatening, offensive, harassing, abusive, obscene or pornographic.

Rule 26-O Unauthorized Computer Access

Distributors may not interfere or take any action that results in interference with or disruption of Herbalife.com, MyHerbalife.com or other websites maintained by Herbalife or its Distributors, nor may they gain or attempt to gain access to computer systems or networks connected to those sites or any other sites without prior written permission or authorization from Herbalife.

Rule 26-P Audio/Visual Recordings

A Distributor may not display or mention the name of any Herbalife products, trademarks or trade names in any audio/visual recordings made by, for, on behalf of, or at the direction of a Distributor, unless such recording has been approved for use by Herbalife. For additional details regarding the use of audio/video recordings with Social Media, refer to Rule 27-G "Photos, Video/Audio Recordings."

Rule 26-Q Television, Cable, Satellite or Radio Broadcasting

It is not permitted for any Distributor to broadcast any audio/visual recording of any kind that relates to, mentions, displays or promotes in any way, either directly or indirectly, the

Herbalife name, products, materials, business opportunity or methods of conducting business, except for the following approved advertisement:

Herbalife Independent Distributor
Call Me for products or opportunity
(Distributor Name and Phone No./Fax No.
or Email Address)

Rule 26-R Television Advertising

In the event that Herbalife should broadcast on a television, satellite or radio station, no Distributor may advertise on that station or network at any time during the period beginning one hour before through one hour following the Herbalife broadcast, even though such advertisement may otherwise conform with Herbalife's Advertising Regulations or other rules.

Section 27 Social Media

Introduction: Social networking websites such as Twitter, YouTube, MySpace and Facebook, and online communities (like blog sites) are now among the most popular, talked-about and visited sites on the Internet. The Herbalife business is one of personal communication, so these sites may offer important tools and capabilities that you, as Independent Distributors, will want to use to communicate.

The following Rules are applicable to your activities with online social media and have been created to protect and preserve the integrity of Herbalife's brand, as well as your business operation.

Rule 27-A Responsibility for Postings

- Distributors are responsible for all Herbalife-related content that they post online, including but not limited to blogs, videos, comments, and any other submissions that can be traced back to them, whether or not they own, operate, or control the website.
- Distributors must fact-check materials they intend to post online to ensure the information is truthful and accurate.
- Distributors using social media outlets as part of their Herbalife business must clearly and conspicuously identify themselves (by both name and as an Herbalife Independent Distributor) within unrestricted, publicly accessible profile settings. Anonymous postings or the use of an alias is prohibited.

Rule 27-B Social Media as a Sales and Promotion Forum

Social Media sites are relationship-building sites. Building relationships is an important part of the sales process and these sites may become useful for Distributors. However, social media sites may not be used as a forum to conduct

sales transactions. Online sales may only be transacted from an Independent Distributor's Herbalife website.

Rule 27-C Deceptive Postings and Claims

Distributors must be accurate and truthful when posting biographical information and credentials.

All claims, representations and testimonials, including those related to weight loss and product efficacy and financial performance (including income) must be lawful, truthful and not misleading. They must have a reasonable basis in fact and must have been substantiated in writing in advance of publication or other communication. They must also be consistent with claims and representations made in current Herbalife marketing publications or on current Herbalife product labels.

When making claims Distributors must adhere to all applicable rules and laws. This includes, but is not limited to the use of disclaimers which are required for all types of Claims (income, lifestyle, product efficacy, and weight-loss). For example: All weight-loss claims and representations, including testimonials, must be accompanied by the following disclaimer, placed prominently, using a font size no less than 10-point type on every page on which such claims appear:

An extensive questionnaire generated responses from more than 200 U.S. Herbalife Independent Distributors about their weight-loss programs and results. They reported weight loss ranging from 4 pounds to 167 pounds and a reduced body mass index (BMI) of 1.5 points to 24.1 points, suggesting that consumption of Herbalife products is associated with weight loss and improvement in BMI in those ranges.

Distributors must include this disclaimer when making claims about their own or anyone else's weight-loss results associated with use of Herbalife® products. Although the Claims and Representations section of the latest Career Book provides the disclaimers and the proper placement details for all types of Claims (income, lifestyle, product efficacy, and weight-loss), because the law in this area is subject to change, and as an accommodation to its Distributors (but not as providing legal advice), Herbalife may post updates of this Rule and updated Average Gross Compensation of U.S. Supervisors at MyHerbalife.com. Distributors are required to visit the website and review these advisories or Rule changes with care.

Rule 27-D Use of Third-Party Intellectual Property

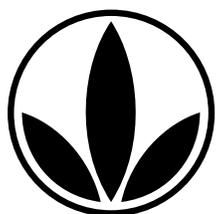
Distributors may not use third parties' trademarks, trade names, or product names (or any variations thereon) text, photo images, videos, or graphics owned or created by third parties unless they have sought and obtained prior written consent from the owner.

All third-party intellectual property must be properly referenced as the property of the third-party, and Distributors must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

Rule 27-E Use of Herbalife’s Trade Names, Logos and Assets

Distributors may only use Herbalife’s trade name in a manner that clearly distinguishes themselves as Herbalife Independent Distributors. Without limitation, this restriction applies to the identification of online groups, forums, and other pages created in online environments.

Examples of unauthorized use of the Herbalife name are: “Herbalife Wellness Challenge,” “The Herbalife Page,” “Let’s Talk Herbalife,” etc.



HERBALIFE
Independent Distributor

Professionally designed logos are available and assets that incorporate the logos, such as those shown below, may be downloaded in multiple file formats from the “Assets Library” in MyHerbalife.com.

However, the use of these logos and assets is subject to the restrictions defined below:

- Logos & assets may not be obtained from any source other than Herbalife.
- Distributors may not use logos without conspicuously and clearly identifying themselves as “Herbalife Independent Distributor.” Removal of the “Independent Distributor” wording is prohibited.
- Logos and assets may not be altered in any way, except resizing to fit tools and materials created.

Rule 27-F Respecting Privacy

Always respect the privacy of others in your postings, and be mindful of Herbalife’s Rules of Conduct & Distributor Policies, Rule 8-G “Maintaining Reputation and Image of the Company,” which states: No Distributor shall do anything (whether or not in the course of their Distributorship) which Herbalife determines, in its sole and absolute discretion, is or could be detrimental to the reputation or image of the Company, its products, Distributors, trademarks, trade names or goodwill.

Rule 27-G Photos, Video/Audio Recordings

Distributors may post audio/video material on YouTube and similar social media sites, provided the content complies with Herbalife’s Rules of Conduct and Distributor Policies.

Distributor’s Personal Meetings	Corporate Events
<p>Still Photos: Distributors may not post still photos from their personal meetings or trainings on social media websites. Such photos may be posted on Herbalife Independent Distributor’s website provided they are behind a password-protected page.</p>	<p>Still photos: Still photos taken by Distributors at Company-sponsored meetings or events may be used on Herbalife Independent Distributor websites and social media websites. Herbalife provides a variety of professional photos that are available for Distributors to download from Assets Library in MyHerbalife.com. These photos are approved for Distributor’s use and may also be used on both personal and social media websites.</p>
Distributor’s Personal Meetings	Corporate Events
<p>Audio/Video Recordings: Distributors may not post audio/visual recordings from their personal meetings, or personal trainings on any social media website. Such recordings may be posted on Herbalife Independent Distributor websites provided they are behind a password-protected page.</p>	<p>Audio/Video Recordings: Distributors may not record video or audio of Herbalife-sponsored meetings, trainings or events, and may not post video or audio recordings on their personal websites, or on social media environment.</p> <p>However, Herbalife provides a variety of professional video and audio recordings of Company-sponsored events that are available for Distributors to download from MyHerbalife.com (or any site Herbalife makes available for that purpose). Recordings provided by Herbalife are acceptable for posting on social media websites and Herbalife Independent Distributor websites.</p>

In its sole and absolute discretion, Herbalife reserves the right to determine if recordings and images (including their manner of use) conflict with Herbalife’s branding efforts or Rules of Conduct and Distributor Policies, including disclaimer requirements. Herbalife reserves the right to request the removal of such images or recordings.

At all times, Distributors must comply with all privacy laws and social media policies when using images or recordings of other individuals.

Rule 27-H Prohibited Postings

Distributors may not post or link to any postings or other material that:

- Is sexually explicit, obscene, or pornographic;
- Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- Is graphically violent, including any violent video game images;
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group, or entity;
- Is in violation of any intellectual property rights of the Company or any third party.

Rule 27-I Professionalism

Distributors should not respond to those who place negative posts about them, other independent Distributors, or Herbalife, as this may trigger discussions that potentially damage the Distributor’s or Herbalife’s reputation and goodwill. If you see such negative posts, please email us at DPCcomplaintsNAM@herbalife.com and we will consider whether a Company response is appropriate.

Rule 27-J Cancellation of Your Herbalife Business

If an individual’s Herbalife Distributorship becomes cancelled for any reason, the individual must discontinue use of Herbalife’s intellectual property (such as the Herbalife name, trademarks, trade names, and any derivative) in postings and social media websites the individual utilizes.

Individuals who have previously identified themselves as Herbalife Independent Distributors must conspicuously disclose that they are no longer Herbalife Independent Distributors in future postings, and must appropriately update their profile information.

Rule 27-K Sports Sponsorships

When promoting Herbalife-sponsored teams and athletes,

- Distributors may ONLY use marketing tools provided by Herbalife, which may not be altered in any way. These marketing tools are available for download at MyHerbalife.com.

Logos and Assets

- Distributors may ONLY use marketing tools provided by Herbalife, which may not be altered in any way. These marketing tools are available for download at MyHerbalife.com.

Describing the Relationship for Major League Soccer (MLS)

- There are many specific and useful ways permitted to describe Herbalife’s relationship with LA Galaxy and FC Barcelona therefore, Distributors are encouraged to cite this relationship in promoting Herbalife® products and the Herbalife business opportunity (provided they do so responsibly).
- Deviation from permitted usages will put the relationship at risk and potentially damage Herbalife’s brand and business reputation. For this reason, violations of the following guidelines will result in severe penalties, up to and including suspension or termination of Distributorships.

The following statements, as they are worded below, are accurate, permissible and encouraged; they may be used individually and in combination:

<p>LA GALAXY</p> <p>Herbalife is the Official Presenting Sponsor of the LA Galaxy team.</p> <p>Herbalife is the Official Nutrition Company of the LA Galaxy team.</p> <p>Dr. Luigi Gratton is a Nutrition Advisor to the LA Galaxy team.</p> <p>Herbalife is an Official Sponsor of LA Galaxy players Chris Klein, Donovan Ricketts, and Omar Gonzalez.</p>
--

FC BARCELONA

Herbalife is the Official Nutritional Supplement Sponsor of FC Barcelona.

Herbalife is the Official Nutrition Sponsor of FC Barcelona.

Herbalife is the Official Weight Management Sponsor of FC Barcelona.

Herbalife-sponsored athlete.

Herbalife is the Official Nutrition Sponsor of Leo Messi. The Leo Messi Foundation and Herbalife join in supporting children around the world.

Media Coverage for Major League Soccer (MLS)

- Distributors may review or refer to LA Galaxy, or FC Barcelona media coverage with their organization, their customers, or when presenting the business opportunity.
- Distributors may not reproduce, reprint, or post (on their Herbalife Independent Distributor websites) any media coverage, including, but not limited to, articles, titles and headlines. However, personally owned and maintained websites may include links to LA Galaxy, or FC Barcelona media coverage, but such links must be accompanied by the following disclaimer: **“By clicking on this link, you will exit this Herbalife Independent Distributor website and visit a website that is not formally associated with Herbalife or its Independent Distributors.”**

Section 28 Marketing by Means of “Telemarketing”

1. Generally

Telemarketing

The following discussion and Rules on telemarketing are generally applicable to all activities of Distributors related to their Herbalife business. They are in addition to federal, state and local legal requirements. Since the law in this area is constantly evolving, and as an accommodation to its Distributors (but not as the rendering of legal advice), Herbalife may post updates at MyHerbalife.com. Distributors should pay regular visits to the website and review these advisories or Rule changes with care, but nevertheless, Distributors are solely responsible for compliance with all applicable laws. Moreover, Herbalife strongly recommends that Distributors pay regular visits to the Federal Trade Commission and Federal Communications Commission websites (ftc.gov, fcc.gov) in order to learn about the most recent developments in this area.

Federal and state laws prohibit or severely restrict telemarketing operations, especially when the telemarketer is approaching

persons with whom there is no pre-existing business relationship, and particularly when they are contacted at home. There are other federal and state regulations applicable to the use of telemarketing with which Distributors must comply.

As independent businesspersons, Distributors are individually responsible for understanding and following the federal laws and regulations relating to telemarketing practices, as well as those in each state or jurisdiction in which they intend to conduct telemarketing activities. When purchasing or using the products or services of an unrelated or unaffiliated vendor, the actions or omissions of that vendor shall be deemed to be actions or omissions of the Distributor for the purpose of compliance with this Rule and Distributors must use due diligence to confirm that the vendor’s services comply with all applicable laws.

2. Definitions

For purposes of this section the following definitions apply:

Autodialer

Equipment that has the capacity to dial telephone numbers automatically. The term includes any computerized equipment that performs the dialing function whether or not the machine is pre-programmed with a list of numbers or dials the numbers on a random basis. The term also includes **Predictive Dialers**, which are hardware and software used to dial telemarketing calls while telemarketers are talking to other customers. Predictive Dialers “predict” the average time it takes for a consumer to answer the phone and when a telemarketer will be free to take the next call.

Broadcast Fax/Blast Fax

The act of sending or transmitting faxes to a recipient who has not requested the fax. The term includes any equipment that has the capacity to send or transmit multiple faxes at one time to multiple recipients.

Established Business Relationship (EBR)

A prior existing relationship formed by a voluntary two-way communication between a Distributor and a residential subscriber:

1. On the basis of the subscriber’s purchase or transaction within the 18 months immediately preceding the date of the telephone call, if the relationship has not been previously terminated by the Distributor or the other party; or
2. On the basis of the subscriber’s inquiry regarding products or services within three months immediately preceding the date of the telephone call, if the relationship has not been previously terminated by the Distributor or the other party.

If the telephone subscriber makes a company-specific “Do-Not-Call” request, that request terminates the established

business relationship even if the subscriber continues to do business with the Distributor.

Prior Express Consent/Prior Express Permission

Consent or permission evidenced by a written agreement or email between the Distributor and the consumer in which the consumer clearly states that they agree to be contacted by the Distributor regarding the Herbalife products or the business opportunity, and specifies the telephone or fax number through which such contact may be made.

Telemarketing

The act of selling, soliciting, marketing or promotion of a product or service (including but not limited to Herbalife products and/or the Herbalife business opportunity) using a telecommunication device such as a telephone, fax machine, automated telephone equipment, and pre-recorded or artificial voice recording. The term includes, without limitation, messages sent to mobile phones, text or SMS messages, and similar media.

3. Rules

The following rules are applicable to all Telemarketing activities of Distributors and to Telemarketing activities conducted on behalf of Distributors. When purchasing or using the telemarketing services of unrelated or unaffiliated vendors, Distributors are responsible for the vendor's telemarketing activities and must use due diligence to confirm that the services comply with these Rules.

Rule 28-A Do-Not-Call Lists

Distributors are responsible for complying with all applicable federal, state or local laws that govern Telemarketing, including any obligation to purchase and apply the Do-Not-Call Registry maintained by the Federal Trade Commission (FTC) and available at donotcall.gov. This requirement applies to all Telemarketing calls, including without limitation, calls made to landline and cell phone numbers.

Distributors may not contact, either by telephone or by fax, any person or entity whose telephone number is on any government-sponsored Do-Not-Call list, unless the Distributor has an EBR with such person or entity.

- Distributors engaged in Telemarketing must purchase and apply the Do-Not-Call Registry maintained by the federal government and any state in which they conduct Telemarketing activities. Distributors are required to access the National Do-Not-Call Registry and purge newly registered numbers from their call lists at least every 31 days. Each Distributor must set up its own business account with the Do-Not-Call Registry. Distributors will be required to provide identifying information including name and address,

contact person, and contact person's name and address. Distributors must use their personal or company name as "Seller" identification and must not identify Herbalife as the "Seller" or "Client." Distributors are responsible for any fees associated with accessing the Do-Not-Call Registry.

- Distributors engaged in Telemarketing must also maintain their own "Do-Not-Call" lists that record the number(s) of any person or entity that requests that they not be contacted by the Distributor.
- Distributors must maintain a written policy governing Do-Not-Call and other Telemarketing requirements and all personnel engaged in telephone solicitation on a Distributor's behalf must be trained in the existence and use of this policy.
- Distributors may not use any telephone number supplied by a third-party vendor or Lead Generator for Telemarketing if that telephone number appears on any Do-Not-Call list maintained by the federal government or any state government, or if that telephone number appears on the Distributor's own Do-Not-Call list. Telephone numbers, opt-in names, and permission-based leads supplied by a third-party vendor or Lead Generator do not provide an EBR or Prior Express Consent/Prior Express Permission.
- Additional or other requirements may apply if a Distributor is calling within the same state. It is the Distributor's responsibility to determine the requirements of federal and any state laws relating to Do-Not-Call lists and to comply with these requirements.

Compliance with the Do-Not-Call requirements does not relieve Distributors from complying with other provisions of the FTC and FCC Telemarketing laws and rules and with the additional requirements of these Rules of Conduct.

Rule 28-B Autodialers

Distributors may not use an Autodialer (which includes Predictive Dialers) to offer Herbalife products or the business opportunity.

Rule 28-C Prerecorded or Artificial Voice Messages

Distributors may not use prerecorded or artificial voice messages and may not call cell phone numbers or send text messages to offer Herbalife products, or the earnings opportunity.

Rule 28-D Unsolicited Faxes

Distributors may not use a Broadcast Fax, Blast Fax or similar program or service to send messages by fax. Distributors may only send fax messages to individuals with whom the Distributor has an EBR and to individuals who have provided

their Prior Express Consent/Prior Express Permission to receive fax messages from the Distributor.

All faxes sent to those with whom the Distributor has an EBR are subject to the following rules:

- The Distributor must obtain the recipient's fax number either through the recipient's voluntary communication of such number, within the context of the EBR, or from a directory, advertisement or site on the Internet to which the recipient voluntarily agreed to make available his or her fax number for public distribution.
- Faxes must include a clear and conspicuous notice on the first page that the recipient may opt-out of receiving any further fax advertisements from the Distributor ("Do-Not-Fax request"), stating that the recipient may make a request to the sender not to send any future faxes and that failure to comply with the request within 30 days is unlawful.
- Faxes must include a domestic contact telephone number, as well as a fax machine number, for the recipient to transmit a Do-Not-Fax request.
- Faxes must include at least one cost-free mechanism that the recipient can use to transmit a Do-Not-Fax request to the Distributor, such as a website address, email address or toll-free number.
- Distributors must accept and process Do-Not-Fax requests 24 hours a day, seven days a week, and all requests must be honored fully within 30 days.
- All faxes must include, either in the top or bottom margins on each page, or on the first page of the fax:
 - The date and time the fax is sent;
 - The identity of the sender (which must be the Distributor's personal or company name); and
 - The telephone number of the sending fax machine and of the Distributor

Distributors must comply with any other applicable federal, state or local laws and regulations that govern faxing.

Rule 28-E Lead Generators

Distributors may use Lead Generators to identify potential purchasers of Herbalife products or prospects for the Herbalife business opportunity only when the Distributor has entered into a written agreement with the Lead Generator whereby the Lead Generator agrees to comply with all applicable laws,

regulations, and guidelines, including but not limited to the FTC Act, the CAN-SPAM Act, FTC regulations and guidelines implementing the FTC Act and the CAN-SPAM Act, FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising and all other applicable federal and state laws, regulations, and guidelines.

The consequences of contacting leads that have been purchased from or supplied by a service which is using unlawful methods can be very severe, even if the Distributor is acting in good faith. It is the Distributor's responsibility to know and abide by the law and to determine that those with whom they do business do so as well. Distributors must investigate the lead techniques that the service employs and confirm their compliance with applicable laws. Additionally, leads obtained through a Lead Generator do not create an EBR with a Distributor and do not constitute Prior Express Consent/Prior Express Permission for outbound Telemarketing. Until a Distributor has received written proof that a service's methods are in compliance with all applicable laws, Distributors may not purchase or use leads supplied by that service.

The Distributor must keep in mind their own activities and once they have acquired the lead must continue to comply with applicable Telemarketing laws and the Company's Rules. In addition to its other rights and remedies, Herbalife shall have the right to suspend, terminate, or take other disciplinary action against a Distributor using leads generated by means which do not comply with the law, or using those leads in a manner which does not comply with Herbalife's Rules of Conduct and Distributor Policies, any other Herbalife Rules, or the law on this subject matter. (Refer to the Business Methods, Rule 1-O "Lead Sales Prohibited," in the "Supplemental Rules" section).

Rule 28-F Compliance With Herbalife's Rules and the Law

Distributors must immediately discontinue telemarketing activity if they receive any inquiry or notice of action from a governmental authority regarding their Telemarketing practices. Distributors must report all such notices or inquiries immediately to DistributorNotification@Herbalife.com. Herbalife retains the option to suspend, terminate and take other disciplinary action against any Distributorship that is not in compliance with this Rule, Herbalife's Rules of Conduct and Distributor Policies, any other Herbalife Rules, and the law. This is in addition to Herbalife's other rights and remedies.

U.S. SUPPLEMENTAL RULES OF CONDUCT:
CERTAIN WAYS OF DOING THE BUSINESS

Section 1 – The Creation, Sale and Use of “Business Methods” – USA 90
Section 2 – Herbalife Nutrition Club® Rules – USA..... 101
Section 3 – Weight Loss Challenge Rules and Agreement – USA..... 117

Introduction

Every Herbalife Independent Distributor (hereinafter referred to as “Distributor”) is a self-employed, independent business person engaged in the sale of Herbalife products for consumption and, if the Distributor desires, in the promotion of the Herbalife income opportunity. The relationship between Herbalife and its Distributors begins with, and is defined by, the Application for International Distributorship and Agreement of Distributorship. That relationship incorporates those Rules published by Herbalife from time to time in its discretion, defining the rights and responsibilities of Herbalife Distributors, each in their most recent form. Those Rules include, but are not limited to, Herbalife’s Rules of Conduct and Distributor Policies, and any other Herbalife Rules. Nothing in Herbalife’s Rules is intended to serve as or should be interpreted as legal advice; Herbalife does not provide legal advice to its Independent Distributors. The following “Business Methods” Rules apply specifically to the promotion of Herbalife products and the Herbalife income opportunity in the United States of America:

Table of Contents

Introduction	90
Definition of Business Methods	91
1-A-1 Legal Review and Registration of Business Methods Prior to Sale, Endorsement, Recommendation, Promotion, or Use of Business Methods – Country by Country	91
1-A-2 Compliance of Business Methods With the Law and Herbalife’s Rules	92
1-B Restrictions on Use of Herbalife Data Obtained via Creation, Promotion or Sale of Business Methods	92
1-C No Required Purchase Other Than International Business Pack	93
1-D Right to Cancel Subscriptions and Satisfaction Guarantee	93
1-E Receipts	94
1-F The Purpose of Sales of Business Methods – Not for Profit	95
1-G Business Methods, Sales Aids and Decision Packages	95
1-H Fee for Using Websites	95
1-I No Compensation for Recruitment or Sale of Business Methods	95
1-J Encouraging or Requiring Personal Debt Not Permitted	95
1-K Required Disclosure Statement	95
1-L Restrictions on Solicitations and Sales of Business Methods to Herbalife Distributors	95
1-M Restrictions on Sales or Promotion of Business Methods at Meetings and Other Official Events	95
1-N Use of Vendors	95
1-O Lead Sales Prohibited.....	96
1-P Herbalife Does Not Approve, Guarantee or Assume Any Obligation	96
1-Q License to Use Herbalife-Produced Sales Tools and Related Materials.....	96
1-R Updating Materials	96
1-S Limit on Sales of Business Methods	96
1-T Notification of Source	96
Corporate Policy Statement on Business Methods	97
Appendix A – Business Methods Disclosure Statement.....	98
Appendix B – Business Methods Registration Form	100

Definition of Business Methods

Some Distributors produce, sell and utilize merchandising aids and support services or materials, excluding the names and contact information of prospects (e.g., "leads") and the recommendation, provision, and placement of advertising. These aids, support services and materials include (but are not limited to) books, magazines and other printed materials, audio/visual materials, software, telemarketing tools, websites, Internet services and other electronic media, rallies, meetings and educational seminars.

Aids, support services and materials which were not produced by Herbalife are referred to in these Rules as "Business Methods."

Business Methods (as that term is used in these Rules) are NOT produced, approved, endorsed, guaranteed or authorized by Herbalife, and Herbalife assumes no responsibility or obligation, and shall have none, with regard to their purchase, sale or use.

1-A-1 Legal Review and Registration of Business Methods Prior to Sale, Endorsement, Recommendation, Promotion, or Use of Business Methods – Country by Country

Distributors may produce, sell, endorse, recommend, promote, and/or use only those Business Methods which are then listed by Herbalife as having a current registration in effect as to each country in which the Business Method is to be sold, promoted or used. To determine whether a Business Method is listed, visit MyHerbalife.com under the following headings: [My Office / Distributor Policies / Business Methods](#), to view the [Business Methods Registration Advisory](#), which is regularly updated, or you may contact Distributor Relations at 866-866-4744.

As a condition of registration, there must be a full review and approval by the Business Method's owner's or principal seller's legal counsel. The legal counsel and letter shall be subject to Herbalife's approval in its discretion. The legal review must include content, method of operation, advertising and promotion, and terms of sale and use and such other matters as these may require or such counsel or Herbalife may consider necessary or advisable. The legal counsel must be competent in the laws applicable to Multilevel Marketing (MLM) and must provide a letter addressed to Herbalife that specifically identifies in detail the materials reviewed and represents that, based upon the legal counsel's review, if the Business Method is operated as reflected in his/her review, that:

a. the Business Methods comply with Herbalife's Rules and relevant Advisories (collectively, the "Rules"), based upon

such counsel's review of Herbalife's then-current Rules and procedures which would also be specifically identified in the letter; and

b. counsel is not aware of any existing law, rule or regulation that the Business Methods, in counsel's opinion, would violate.

The legal review and letter must be renewed and submitted to Herbalife every two years and also before material changes are made.

Legal Counsel's Letter:

1. May include a caveat that the letter is not a formal legal opinion nor is it a representation that there are no statutes, rules or regulations that exist in the country in which the Business Methods are to be sold, endorsed, recommended, promoted, or used which might be violated by the Business Method, and that the firm cannot predict whether particular enforcement agencies might change their interpretation of applicable rules and regulations;
2. Will confirm that the Business Method client has agreed to a limited waiver of the attorney-client privilege to allow counsel to discuss with Herbalife counsel, any questions the latter may have regarding the content or method employed by Business Methods reviewed, and advice/recommendations given to the Business Method client regarding those materials; and
3. Will confirm that counsel has reviewed with the Business Method client any documents that Herbalife may require to be signed by the client in connection with the Business Methods.

As a further condition of registration, Herbalife must also receive confirmation and written certification from the legal counsel referred to above (or at the election of the Business Methods provider, an independent certified public accountant acceptable to Herbalife which regularly audits the Business Methods provider's books, records and accounts) that it has independently verified, without qualification or reliance upon factual certifications or representations, and based upon a review of records, documents or other instruments sufficient to establish the legal accuracy of that verification, that:

4. No Herbalife Distributor or family member of a Distributor, directly or indirectly (through one or more corporations, trusts or other intermediaries or otherwise), owns any ownership or income interest ("Interest") in any entity ("Entity") involved in the creation or provision of products or services sold, provided or accommodated by Entity or

any person or firm affiliated with such Entity (“Affiliate”) or derives any income or compensation from the sales or income (“Income”) of such Entity or Affiliate;

5. If one or more Distributors, directly or indirectly, owns such an Interest or derives such Income, the identities of such individuals and the character and amount of such Interest or Income; and
6. No remuneration or other payment has been made during the twelve months preceding counsel’s certification or is contracted or expected to be made, directly or indirectly, by Entity or any Affiliate, to or for the benefit of any Herbalife Distributor or family member of a Distributor. Without limiting the generality of the foregoing, neither Entity nor any Affiliate had any transactions (including the payment of money or other property in any form or for any reason), directly or indirectly, with or for the benefit of any Herbalife Distributor or family member of a Distributor, other than the sale of Business Methods to Distributors for their use in promoting their respective Herbalife business.

Registration Form

Distributors must submit a registration form to Herbalife in addition to the legal review and opinion letter. Registration is for tracking purposes only. No Business Method and no Distributor shall claim or represent that Herbalife (whether or not a Business Method has been registered with Herbalife) has reviewed, approved, endorsed, guaranteed or assumed any responsibility or obligation with regard to a Business Method.

Registration forms are available at MyHerbalife.com or by calling your local Herbalife Distributor Relations Department. A new form must be submitted with each change to the Business Method. To determine whether a Business Method is currently registered, Distributors may go to MyHerbalife.com or contact Distributor Relations.

The legal opinion and registration form must be provided to Herbalife by either of the following methods:

By mail to:

Herbalife International of America, Inc.

Attention: Legal Department

P.O. Box 80210

Los Angeles, CA 90080-0210

OR

Via email: busmethodlawyersletter@herbalife.com to be followed by the original letter using the address above.

Herbalife shall have the right to suspend and apply other sanctions against any Distributor who sells, endorses, recommends, promotes or uses an unregistered Business

Method, or who provides false or incomplete information on the Business Methods Registration Form or to their legal counsel.

Due to the potential exposure to Herbalife and all of our Distributors, we regrettably are unable to recognize qualifications for Distributors which in our view was attributable to the use of unregistered Business Methods by them or their downline. Doing so could be misconstrued as supporting and rewarding Distributors with recognition, when the methods used to achieve that qualification may involve misleading advertising or other abuses and therefore put the Distributor and Herbalife at risk.

You can check to see if a Business Method has been registered with Herbalife by visiting MyHerbalife.com under the following headings: [Business Methods Registration Advisory](#) under [My Office / Distributor Policies / Business Methods](#).

1-A-2 Compliance of Business Methods With the Law and Herbalife’s Rules

Distributors creating, selling or using Business Methods, directly or indirectly (such as through corporations) must comply with Herbalife’s Rules of Conduct and Distributor Policies, any other Herbalife rules, and the law, including, but not limited to, laws relating to confidentiality of consumer data, privacy rights, restrictions on telemarketing in all its forms, and marketing over the Internet.

If Herbalife determines that one or more Business Methods violates its Rules, the law, or the legal rights of others, or that they produce a significant risk that they might damage Herbalife’s business or reputation, brand or image, Herbalife shall have the right to require the Distributor to immediately cease the sale or utilization of the Business Method in question, without liability to Herbalife.

1-B Restrictions on Use of Herbalife Data Obtained via Creation, Promotion or Sale of Business Methods

Distributors may produce, sell or re-sell Business Methods to other Distributors solely for the purpose of selling Herbalife products and building, training and motivating other Distributors to sell Herbalife products. In order to protect the intellectual property rights and goodwill of Herbalife, and the income opportunity it affords the Distributors, and in addition to any other restriction or prohibition contained in any agreement with Herbalife or any applicable Rule:

No Distributor or, for a period of three (3) years following the termination of their Distributorship (by any means, including voluntary resignation), no former Distributor shall, directly or indirectly:

1. Use any information relating to the identity, contact information, sponsorship relationships, preferences or any

other significant business or personal information about any Herbalife Distributor, which was acquired or derived from such activity for any purpose other than the promotion and sale of Herbalife products pursuant to the Herbalife Marketing Plan; or

2. Offer, promote or sell to any Herbalife Distributor, or third party who acquired or used the Business Method, the products, services or earnings opportunity associated with any other multi-level marketing or direct-sales company.

For example, for the period covered by these restrictions, no Distributor or former Distributor (including the spouse of such Distributor or former Distributor, and no company or entity controlled by either of them or in which either of them have an economic interest) shall offer, invite, encourage, induce, solicit, promote, sponsor, recruit or attempt to recruit, any of those acts directly or indirectly, to any Herbalife Distributor or third party who acquired or used the Business Method, the opportunity to join, participate in any way with, or purchase or sell the products or services of any other multi-level marketing or direct-sales company.

Violation of the foregoing restrictions will be regarded as a serious violation of the Distributor's contract with Herbalife because it puts at risk the relationships, business and incomes of the Company and persons upline of those Distributors to whom access was given by their involvement in Business Methods intended solely to promote the Herbalife business. Distributor acknowledges that Herbalife and its Distributors would suffer irreparable harm as a result of any breach of these restrictions and that monetary damages are insufficient to compensate Herbalife for such harm. Therefore, in addition to the Company's other rights and remedies under Herbalife's Rules of Conduct and Distributor Policies, any other Herbalife Rules, and the law, if a breach of these restrictions has occurred, Herbalife shall be entitled to an injunction or temporary restraining order, without notice to the Distributor or former Distributor, restraining any impermissible disclosure or use of the confidential information in addition to any other available remedy.

1-C No Required Purchase Other Than International Business Pack

The only required purchase in order to become, succeed or advance as an Herbalife Distributor is the Herbalife IBP (that is, Herbalife's official International Business Pack/Distributor Kit). When a Distributor is recruited, they must be offered the opportunity to buy a Mini IBP (or, at the Applicant's election, the full Herbalife IBP), without any markup or profit to the Sponsor or the Sponsor's upline. To illustrate:

1. If a potential Distributor is offered the opportunity to purchase products, services or materials (whether or not they were produced by Herbalife) in addition to the IBP, it must be with the understanding that this is an optional purchase and not a condition or requirement for becoming a Distributor or succeeding or advancing in Herbalife's Marketing Plan. Furthermore, Distributors may not promote or tout the profits to be made from selling a Distributor-produced IBP or kit which contains anything in addition to that which is contained in the standard Herbalife IBP.
2. Distributors may not represent or imply that Business Methods are required (legally, or as a matter of practicality) to do or succeed in the business, participate in the income opportunity, or receive training and upline support.

1-D Right to Cancel Subscriptions and Satisfaction Guarantee

Those persons or entities who sell Business Methods components to Herbalife Distributors which are:

1. **Sold on a subscription basis**, must offer to the Purchaser in writing at the time of such sale, the right to terminate such subscriptions at any time and to obtain a refund for the unexpired portion of those subscriptions. If there are varying published rates for different periods of service, the rate charged for the purpose of calculating any subscription refund will be that which most closely corresponds to the actual period of service, provided that no additional payment will be due upon cancellation.
2. **Tangible** (meaning: having physical form, such as CDs and DVDs), must offer to the Purchaser in writing at the time of sale, the right to return such materials to the Seller for the amount paid by the Purchaser plus shipping and handling. The guarantee period shall be at least 180 days from the time the Purchaser received the components. The Seller must issue the refund within seven (7) business days of Seller's receipt of the returned materials in the case of tangible components.
3. **Not described above** (in subparagraph [1] or [2]), must offer to the Purchaser in writing a satisfaction guarantee which satisfies (at the election of the Seller) subparagraph (a), (b) or (c) that follows:
 - a. An unconditional satisfaction guaranteed refund for a period of at least 30 calendar days from the date of receipt of the component;
 - b. An unconditional satisfaction guarantee for a period of at least seven (7) calendar days from the date of receipt of the component, but Seller may choose to offer this (rather than the 30-day satisfaction guarantee) only if both of the following apply to the sale:

- i. The components developed or purchased by Seller from an unrelated third-party supplier (from whom neither Seller nor any other Herbalife Distributor derives, directly or indirectly, any compensation or economic benefit, pursuant to a written agreement between that supplier and Seller provided to Herbalife which contains the following provision, "We agree, for the benefit of, and subject to confirmation by, Herbalife Ltd., its affiliates or subsidiaries, not to pay any referral fee or any other compensation or economic benefit, directly or indirectly, to any Herbalife Distributor."), and the price charged by Seller to Purchaser is no greater than the reasonable direct costs evaluated on a financial-year basis (net of discounts, allowances and the like) incurred by Seller to purchase or create and sell the particular component (including reasonable direct administrative costs, such as customer support, accounts payable and receivable administration and actual bad debt), plus a mark up of no more than 5% of such direct costs; and
- ii. Seller retains and makes available for audit at Herbalife's expense and conducted by a nationally recognized accounting firm, all documents, invoices and records relating to such purchases and development costs and sales or resales by Seller; or
- c. An unconditional satisfaction guaranteed refund for a period of at least seven (7) calendar days from the date of receipt of the component, but Seller may choose to offer this (rather than the 30-day satisfaction guarantee) only if, in addition to the letter or letters previously provided by legal counsel to Herbalife in compliance with Business Methods Rule 1-A-2 "Compliance of Business Methods With the Law and Herbalife's Rules," Herbalife has received a current letter addressed to Herbalife (and such further assurances as Herbalife may request) from competent Multilevel Marketing (MLM) legal counsel, confirming that the Business Methods, of which the components are a part, are, as to content and operation, in material compliance with federal law applicable to MLM, including that relating to business opportunities, and that counsel is not aware of any existing law, rule or regulation that the Business Methods, in his/her opinion, would violate. The legal counsel and letter shall be subject to Herbalife's approval. The legal review and letter to Herbalife shall be renewed annually and also before material changes are made.

Whether or not covered by the above refund provisions, Herbalife may pay, on behalf of the Seller, refunds to a requesting party, if it determines, in good faith, that such payment protects the goodwill or reputation of Herbalife or its Distributors, in addition to such sanctions as Herbalife may determine.

Additionally, Herbalife may pay, on behalf of persons or firms who are not Herbalife Distributors who are involved in the creation, administration or sale of a Business Method, refunds to or other reasonable demands by a requesting party, if it determines, in good faith, that such payment protects the goodwill or reputation of Herbalife or its Distributors, which payment shall be repayable to Herbalife promptly upon written demand.

1-E Receipts

The Seller of Business Methods must provide to the Buyer an itemized, dated receipt for all purchases, which shall assign a price for each component sold and include the following language:

The products or services being purchased, while they may be a legitimate and helpful tool for building your business, are not required in order to pursue the income opportunity being offered. The Seller is solely responsible for the preparation and sale of these materials or services, and the Company that affords the income opportunity does not approve, endorse or guarantee these materials. If, for any reason, you are not satisfied with any tangible materials you have purchased, you may return them to the Seller at the address listed on this receipt within 180 days of your receipt of those materials for a full refund of the cost of those tangible materials, including shipping and handling.

Alternatively, if the Seller maintains a website which clearly and conspicuously sets forth a refund policy which complies with Business Methods Rule 1-D "Right to Cancel Subscriptions and Satisfaction Guarantee," the following language may be used with respect to Business Methods delivered over the Internet:

The products or services being purchased, while they may be a legitimate and helpful tool for building your business, are not required in order to pursue the income opportunity being offered. The Seller is solely responsible for the preparation and sale of these materials or services, and the Company that affords the income opportunity does not approve, endorse or guarantee these materials. You may qualify for a refund upon your return to the Seller of tangible materials. To review those rights go to [NOTE: Fill in the URL of the website that sets forth how the Buyer may obtain their refund.]

1-F The Purpose of Sales of Business Methods – Not for Profit

Distributors may produce and sell Business Methods strictly for the purpose of selling Herbalife products, building the Herbalife business, or training and motivating their own organization to sell Herbalife products (and subject to the provisions of Business Methods Rule 1-L “Restrictions on Solicitations and Sales of Business Methods to Herbalife Distributors” provided they do not become (and are not perceived as) income-generating enterprises that are being conducted, instead of, or in conjunction with the Herbalife business). Accordingly, the Creator, Seller and Reseller of a Business Method may charge prices no greater than the cost of the unit(s) being sold.

1-G Business Methods, Sales Aids and Decision Packages

Distributors, and any third party providing sales aids or leads to Distributors, must disclose that the business opportunity being offered is Herbalife before a prospect or consumer’s credit card is charged or they pay or commit to pay any money for any product, service, content or materials in any form. This includes the sale of a Decision Package and includes packing, handling or shipping or any charge. Further, Distributors must maintain written or electronic evidence of disclosure for a period of 90 days in order to provide it to Herbalife upon request, for the purpose of verifying that the conditions of the sale were in compliance with this Rule.

1-H Fee for Using Websites

Distributors may charge users of their website a reasonable fee, provided the fee does not exceed the cost for the development, setup and maintenance of the website.

1-I No Compensation for Recruitment or Sale of Business Methods

Distributors may not offer or pay endorsement or recommendation fees, referral fees, or administrative fees or reimbursement, or any other form of compensation (including rebates, bonuses, discounts, etc.) relating, in whole or in part, or in any way, to the purchase or sale of Business Methods, nor may any Distributor accept such compensation.

1-J Encouraging or Requiring Personal Debt Not Permitted

No Herbalife Distributor, in connection with Business Methods, may encourage or require that a current or prospective Distributor go into debt in order to become a Distributor, grow an existing business, or purchase Business Methods or Herbalife products.

1-K Required Disclosure Statement

Before or concurrent with the first sale to a particular Buyer of any Business Method which does not come within and comply with Business Methods, Rule 1-G “Business Methods, Sales Aids and Decision Packages” of this section, both Seller and Buyer must review the Business Methods Disclosure Statement in the form most recently published by Herbalife. For the protection of Herbalife and the Seller, Herbalife requires that both parties sign this document in the spaces provided and that Seller retain the signed originals for at least two (2) years. As an alternative, Seller’s and Buyer’s signatures may be accomplished and stored electronically in compliance with applicable law.

The current version of the Business Methods Disclosure Statement can be found in Appendix A at the end of Section 1, and is available on MyHerbalife.com for downloading and printing.

1-L Restrictions on Solicitations and Sales of Business Methods to Herbalife Distributors

Distributors may promote, solicit or sell Business Methods to downline and crossline organizations, but only if they have received prior written consent to such promotion, solicitation or sale from the first qualified President’s Team member above the Distributor(s) to whom such promotion, solicitation or sale is to be made (except that Distributors do not need consent to promote, solicit or sell Business Methods to their own downline organization to the level of the next qualified President’s Team member). A single written consent is valid as to all Distributors, down to the next qualified President’s Team member, of the person giving the consent. All written consents must be maintained on file for two (2) years and provided to Herbalife immediately upon request.

1-M Restrictions on Sales or Promotion of Business Methods at Meetings and Other Official Events

Distributors may not display, promote or sell any Business Methods at meetings, programs or other functions sponsored and conducted (in whole or in part) by Herbalife.

1-N Use of Vendors

Distributors may use or recommend Vendors of Business Methods or the use of those Business Methods. However, no such Vendors or their Business Methods may be used to circumvent the law or Herbalife’s Rules. Distributors who use or recommend such Vendors shall use due diligence to confirm that the Vendors’ services and Business Methods they provide are in compliance with the law and Herbalife’s Rules. Further, if a Distributor has an economic interest in a Vendor of Business Methods or in any of its transactions,

the actions of the Vendor shall be regarded as the actions of the Distributor for purposes of these Rules (including, but not limited to, Business Methods, Rules 1-D “Right to Cancel Subscriptions and Satisfaction Guarantee” and 1-S “Limit on Sales of Business Methods”).

1-O Lead Sales Prohibited

Distributors may not sell leads, advertising slots or advertising to other Distributors. Distributors may recommend third-party providers of leads and advertising to other Distributors, but they may not earn any compensation (directly or indirectly) for referrals leading to sales of these or other sales aids.

1-P Herbalife Does Not Approve, Guarantee or Assume Any Obligation

Business Methods, as well as the representations made by Distributors engaged in their creation, promotion, offering, sale or use, may not state, suggest or give the impression that any Business Method was produced, approved, endorsed, guaranteed, authorized or offered by Herbalife, or that Herbalife assumes any obligation with regard to their creation, sale or use.

1-Q License to Use Herbalife-Produced Sales Tools and Related Materials

Business Methods may use Herbalife-produced sales tools, sales aids and related materials, including, but not limited to, audio/visual recordings, pictures or descriptions of Herbalife products taken from any sales materials and literature, or audio/visual recordings that are currently available for sale or distribution from Herbalife. Distributors may not use any materials that are specifically identified as not to be reproduced. At all times, Distributors using the materials referenced above must comply with the following conditions:

1. Distributors using materials in unaltered form must include “©Herbalife” (on every page or screen, or by voice-over, if using audio materials).
2. Distributors using materials in altered form must indicate that the materials were “produced by an Herbalife Independent Distributor” (on every page or screen, or by voice-over, if using audio materials).
3. Reproductions of materials produced by Herbalife must be of a quality comparable to the original (as judged by Herbalife).
4. All usage and alteration must be in compliance with these Rules, all of Herbalife’s Rules and the law.

1-R Updating Materials

Herbalife regularly modifies its product and sales materials. Distributors must keep themselves up-to-date with regard to these modifications, and must promptly revise and update the Business Methods they produce or sell, to reflect current information.

1-S Limit on Sales of Business Methods

Each Distributor who sells Business Methods must ensure that the quantity and amounts charged for the Business Methods sold are reasonable in relation to the Sales Volume and profits of the Buyer from his or her Herbalife business.

1-T Notification of Source

All Business Methods shall display the date of publication or recording, and the name of the publisher/producer.

For questions about the rules regarding Business Methods or their application, you may call Herbalife’s Distributor Relations Department toll-free at 866-866-4744, for TTY Users 800-503-6180, or send an email to RulesComments@Herbalife.com.

CORPORATE POLICY STATEMENT ON BUSINESS METHODS

Each day, many thousands of Independent Distributors around the world share their life-changing success stories about Herbalife's amazing nutrition products and unparalleled business opportunity.

Sales Aids

As an Herbalife Independent Distributor, you may be attracted to purchase, promote, use, or sell non-Herbalife products or services and products that might be helpful in prospecting for customers and potential Distributors, as well as communicating with your downline. These products or services include, but are not limited to, business aids, books, magazines, flip charts, and other printed material, online literature, Internet websites, audio, video or digital media, rallies, meetings and educational seminars, as well as the names and contact information of prospects (known as "leads") and advertising or other means of acquiring, developing or the handling or administration of leads. These are typically referred to as "Sales Aids."

It is essential that the content and methods you use in connection with your Herbalife business, whether or not associated with or incorporated in Sales Aids you use or promote, comply with Herbalife's rules and applicable law. For example, they may not make factual assertions that contain material misrepresentations or omissions that render a statement materially misleading.

Business Methods

Sales Aids that are not produced by Herbalife are referred to in the Rules as "Business Methods." Please be aware that: Business Methods are NOT produced, approved, endorsed, guaranteed or authorized by Herbalife or affiliated with Herbalife in any way. Herbalife assumes no responsibility or obligation, and shall have none, with regard to the value, content, methods, promotion, use or sale of Business Methods. And, at all times, the principal business focus of Distributors is the sale of Herbalife products for consumption, not the sale of Sales Aids or Business Methods.

Expenditures For Sales Aids, including Business Methods

Some of the unique and wonderful things about becoming an Herbalife Distributor is that no investment is required to start or grow your Herbalife business and that you can choose for yourself how to pursue the many opportunities afforded by Herbalife products and the Herbalife Sales & Marketing Plan.

Purchasing Sales Aids, including Business Methods, is strictly voluntary. Their purchase or use is not required to become an Herbalife Distributor, nor is it necessary in order for you to progress or succeed as a Distributor, or to receive training and support from your Sponsor and/or upline. No one may pressure you to purchase Sales Aids or Business Methods. Distributors should buy Sales Aids or Business Methods if they decide for themselves, after a reasonable time in the Herbalife business, that these materials might assist them in developing their business further. The money and time Distributors expend on Sales Aids or Business Methods should be limited and consistent with their own evaluation of the reasonably likely benefits to their business. And, it is not necessary and we discourage anyone from incurring debt to pursue the Herbalife opportunity.

At all times, the principal business focus of Distributors is the sale of Herbalife products for consumption.

Herbalife's Business Methods Rules and Distributor Policies contain important provisions affecting your potential decision to purchase, sell or use Business Methods, including a 180-day unconditional refund on tangible materials which must be offered and honored by any Distributor who sells Business Methods. These Rules are included in the International Business Pack (IBP), or you can access them on Herbalife's official website MyHerbalife.com. They may also be requested by phone through Herbalife's Distributor Relations Department toll-free at 866-866-4744. If a Buyer has a dispute or claim regarding Business Methods that they are unable to resolve with the Seller, and if the Seller is an Herbalife Independent Distributor, Herbalife encourages the Buyer to contact Herbalife's Distributor Business Practices and Compliance (DPC) Department at 310-410-9600, ext. 24656. DPC personnel will attempt to assist the Buyer and Seller to reach a satisfactory resolution of their dispute.

APPENDIX A

BUSINESS METHODS DISCLOSURE STATEMENT

Herbalife Independent Distributors (hereinafter referred to as “Distributors”) are primarily engaged in the marketing and sale of Herbalife products for consumption. However, they may also promote the Herbalife income opportunity, and they are responsible for training those whom they sponsor. To assist in the latter process, some Distributors produce, sell and utilize merchandising aids and support services or materials, which are not produced, approved, endorsed, guaranteed, or offered by Herbalife. These materials and services are referred to, collectively, as “Business Methods.” Business Methods include, but are not limited to, books, magazines and other printed materials, audio and visual materials, software, telemarketing tools, websites, Internet services and other electronic media, rallies, meetings and educational seminars.

This Statement contains important information about buying or selling Business Methods, and advises as to your legal rights and responsibilities. Each person who chooses to sell or purchase Business Methods must sign this required Disclosure Statement prior to consummating any transaction. The Statement does not determine price, quantity or selection – these are individual decisions – but it does obligate Buyers and Sellers to obey the Rules applicable to Distributor conduct, particularly as they relate to the creation, sale and use of Business Methods.

IMPORTANT INFORMATION

You must carefully consider each of the following factors prior to purchasing Business Methods:

Not Herbalife Materials. Business Methods are not produced, approved, endorsed, guaranteed, authorized, or offered by Herbalife. Herbalife assumes no responsibility or obligation, and shall have none, with regard to their purchase, sale or use.

No Required Purchase Other Than the Mini International Business Pack. The only required purchase in order to become and progress as an Herbalife Distributor is the Mini International Business Pack (“IBP”) produced by Herbalife. In other words, to become an Herbalife Distributor, succeed in the business, advance in the Sales & Marketing Plan, or receive upline training and support, you are NOT required to buy any amount of materials, products or services, either those produced by Herbalife or by a party other than Herbalife, or to attend any seminars, meetings or events. You should buy Herbalife products for your own consumption and for resale to others, but only in amounts you independently determine you wish to consume or can resell in a reasonable amount of time. You should buy non-Herbalife products and business materials and services and attend events, only if you independently decide that they will assist you in building a more successful and profitable Distributorship. If you purchased any product, services or materials based upon the belief that you were required to do so, you may demand a full and unconditional refund within the refund period set out in this Statement, and if that demand is not promptly honored, contact Herbalife’s Distributor Relations Department at 866-866-4744.

Focusing on Retail. Your primary focus as a Distributor must always be the promotion and sale of Herbalife products for consumption.

Limiting Expenditures. You must carefully monitor what you spend on Business Methods so expenditures do not become unreasonable or excessive. These costs must be justified by the benefit to your business. You must only purchase items or attend events that provide information helpful to you in selling products or sponsoring others to do the same.

Limiting Time Commitments. You must decide how much time you need to spend attending events or working with materials associated with a given Business Method. You must carefully consider the impact of this time expenditure (if any) on your primary occupation (if not Herbalife), your Herbalife-related activities and your family.

Compliance With Herbalife’s Rules of Conduct and Distributor Policies and the Law. The Rules applicable to Distributor conduct contain important provisions affecting your potential decision to purchase, sell or use Business Methods. They are included in the International Business Pack (IBP) that contains the Herbalife registration materials and are available at MyHerbalife.com. They may also be requested by phone through Herbalife’s Distributor Relations Department at 866-866-4744.

Right of Refund. The Seller of any tangible materials constituting a Business Method must offer in writing at the time of the sale, a full 180-day refund for the cost of those tangible materials, including shipping and handling. The Seller must issue the refund within seven (7) business days of receipt of the returned materials. The 180-day period begins when the tangible materials were received by the Buyer.

No Guarantee of Results. Herbalife does not make or approve any representations about how much income anyone will earn as a Distributor, and no one is authorized or permitted by Herbalife to make such representations. Your success as a Distributor will depend on your own efforts and skill. HERBALIFE’S CURRENTLY PUBLISHED “STATEMENT OF AVERAGE GROSS COMPENSATION OF U.S. SUPERVISORS” is available on Herbalife.com and MyHerbalife.com, or by calling Herbalife’s Distributor Relations Department at 866-866-4744.

RESOLUTION PROVISIONS.

Private Statute of Limitations and Choice of Law. Notwithstanding any statute or other legal or equitable doctrine or authority to the contrary, no Claim shall be brought more than 18 months after the first purchase of any “Business Methods.” For purposes of determining enforceability, this Agreement shall be governed by and interpreted in accordance with the domestic law of the State of California without the application of conflict of law principles. The Parties further agree that the permissible scope of any Claim will be determined in accordance with the domestic law of the State of California without the application of conflict of law principles. Understood and agreed,

Seller (Print)	Seller’s Signature	Date
----------------	--------------------	------

Buyer (Print)	Buyer’s Signature	Date
---------------	-------------------	------



HERBALIFE INTERNATIONAL OF AMERICA, INC.
 P.O. Box 80210
 Los Angeles, CA 90080-0210
 Distributor Relations: (866) 866-4744
 TTY User: (800) 503-6180
 Fax Number: (310) 216-5145

BUSINESS METHODS REGISTRATION FORM
 (Under Rule 1-A-1 of U.S. Supplemental Rules of Conduct)

For use by Herbalife Distributors who wish to produce, promote, and sell Business Methods to Herbalife Distributors or prospects. This Form is available upon request from Distributor Relations or downloadable from Documents Online in your Distributor Tool Kit on MyHerbalife.com

Registrant's Information

Name of Business Method (if business name is used)

Registrant's Last Name Name Middle Initial Herbalife Identification Number

Street Address (P.O. Box/Rural Route Number/Suite)

City State Zip Code

Area Code Day Phone Area Code Evening Phone Area Code Cell

Area Code Fax

Email address (if applicable)

Domain Name of Business Method (if one is used)

Name of Person to Whom Questions or Claims Should Be Directed

Contact Information

The above Business Method is no longer being sold or promoted Month, Date, Year: _____
 Please list countries where Business Methods will be available: _____

Agreement

Registration is only for the purpose of providing identification and contact information to Herbalife.

Registrant agrees:

A. Registrant has had adequate opportunity to review Herbalife's Rules, including the U.S. Supplemental Rules of Conduct, and agrees to be bound thereby.

B. Business Methods and anyone involved in producing, promoting, offering, selling or using them, may not state, suggest or give the impression that any Business Method was produced, approved, endorsed, guaranteed, or authorized by Herbalife, or that Herbalife assumes any obligation or shall have any with regard to their creation, sale or use.

C. It is the sole responsibility of those creating, selling or using Business Methods to ensure that they comply with the law and with Herbalife's Rules. Prior to and as a condition of registration, there must be a full review and approval by legal counsel for the owner or for principal seller of the Business Method, and such counsel must have provided an opinion addressed to Herbalife. The legal counsel and letter shall be subject to Herbalife's approval. The legal review and letter submitted to Herbalife shall be reviewed every two (2) years and also before material changes are made. These matters are the subject of Rule 1-A-1, which is incorporated by this reference.

D. To comply with Registrant's refund obligations as set forth in Herbalife's Rules.

E. To provide promptly, any additional documentation or information requested by Herbalife.

F. To file subsequent Registration Forms if the information above changes.

Registrant's Signature: _____

Date at: _____ on _____

City, State Month, Day Year

Introduction

Nutrition Clubs, conducted at residential or non-residential locations, are social gatherings, bringing together persons who become members wishing to focus on good nutrition and regular exercise in order to achieve optimum health.

These Nutrition Club Rules have the same force and effect as the full body of Herbalife’s Rules of Conduct and Distributor Policies (including the U.S. Supplemental Rules of Conduct). The U.S. Nutrition Club Rules were introduced in December of 2007. The most current version is effective December 1, 2009, and supersedes all previously released documents which contain Nutrition Club Rules or informal operational guidance. Violations of any Rule or Distributor Policy may result in disciplinary action, up to and including suspension or termination of Distributorships, and Distributors may lose their ability to operate Nutrition Clubs.

The Rules of Conduct and Distributor Policies (and the U.S. Supplemental Rules of Conduct) are included in the International Business Pack (IBP) and may also be obtained online, at MyHerbalife.com, or by calling Herbalife’s Distributor Relations Department toll-free at 866-866-4744. Where available, Nutrition Club Manuals also contain the Nutrition Club Rules.

Table of Contents

Introduction	101
Subsection 1: General Rules	103
1-A Compliance With Herbalife’s Rules	103
1-B Corporate Audits	103
1-C Training	103
1-D Independent Distributors as Club Operators	103
1-E Employees	103
1-F Not Franchises	103
1-G Independent Business Operations	103
1-H One Responsible Distributor	103
1-I Good Neighbor Policy	103
1-J Comply With the Law	103
1-K No Assigned or Exclusive Territories	103
1-L Multiple Clubs	104
1-M Required Advisory for Posting	104
1-N Good Hygiene	104
1-O Required Advisory for Posting; Hygiene and Sanitary Practices	105
 Subsection 2: Fees, Recruiting and Support	 106
2-A Fees	106
2-B Club Attendance Not Mandatory	106
2-C Club Activities and Services	106
2-D Member Referral Incentives	106

Subsection 3: Serving and Selling Products 107

3-A Authorized Herbalife Products Only107

3-B Product Consumption107

3-C Carry-Outs107

3-D Product Retailing.....107

3-E Sampling107

3-F Mixtures107

3-G Product Packaging and Display.....107

3-H Proper Disposal of Product Containers107

Subsection 4: Marketing, Promotion and Advertising, Including Claims/Testimonials..... 108

4-A Testimonials/Product Claims..... 108

4-B Testimonials/Income Claims 108

4-C Offering Nutritional Advice to Members and Guests 108

4-D Advertising..... 108

4-E Personal Websites 108

4-F Nutrition Club Signage (Residential) 108

Subsection 5: Nutrition Clubs Operating From Non-Residential Locations..... 109

5-A Notification Form..... 109

5-B Retail/Service Establishments..... 109

5-C Signage Restrictions for Clubs Operating in Non-Residential Locations 109

5-D Window and Door Coverings..... 109

5-E Nutrition Club Exterior..... 110

5-F Cash Registers 110

5-G Leasing, Renting or Sharing Club Locations110

5-H Walk-In Traffic.....110

Nutrition Club Advisory.....111

Advisory for Nutrition Club Operator..... 113

U.S. Nutrition Club Notification Form 115

1-A Compliance With Herbalife’s Rules

Any Distributor operating a Nutrition Club must be familiar and comply with the most recent versions of Herbalife’s Rules.

1-B Corporate Audits

Distributors must cooperate with Herbalife when it conducts audits of Nutrition Club practices for compliance with Herbalife’s Rules. Failure to cooperate with an audit or to promptly make changes required by an auditor or audit report will result in disciplinary action, up to and including suspension or termination of Distributorships.

1-C Training

Rule 11-A of Herbalife’s “Rules of Conduct and Distributor Policies” provides as follows:

Rule 11-A Training

One of the Sponsor’s roles is to stay informed of Herbalife’s Policies so they can properly advise and train their downline Distributors on a regular basis about the Herbalife products and their usage, Herbalife’s rules and regulations, the Sales & Marketing Plan, and the proper use of advertising, including the use of literature and sales aids. A Sponsor may seek assistance from their upline Supervisor or TAB Team member, but the primary responsibility for training is their own. No Sponsor may require payment from a personally sponsored Distributor for training or training facilities, unless they fully explain that the Distributor may choose whether or not they want to participate in such training and state in advance the cost for such training. If the Distributor declines to participate in such paid training, the Sponsor is obligated to provide basic training necessary to learning the business.

A Nutrition Club operator must be trained by a knowledgeable member of their upline, or through local corporate or individual training events regarding the proper operation of the Club under the law and according to Herbalife’s Rules. The ultimate responsibility for the training of the Club operator is that of the first upline TAB Team member.

1-D Independent Distributors as Club Operators

Nutrition Clubs may only be operated by Herbalife Independent Distributors.

1-E Employees

While Distributors are generally permitted to utilize employees in operating their Herbalife businesses, they may not use employees to assist with any Nutrition Club operations.

1-F Not Franchises

Nutrition Clubs are not franchises, and Distributors may not compare Nutrition Clubs to franchises when promoting them as a business tool. In addition, no Distributor may represent, imply, or mention in any way, that Nutrition Clubs are franchises. Nutrition Clubs are only a means of doing the core Herbalife business which is retailing, recruiting and retention.

1-G Independent Business Operations

As with all other Distributor business activities, Herbalife does not approve, endorse, authorize, guarantee or assume any obligation with regard to individual Nutrition Clubs.

1-H One Responsible Distributor

At least one Herbalife Independent Distributor must accept full responsibility for and oversee all operations of each Nutrition Club. This Distributor must post the Nutrition Club Advisory provided at the end of this document. The Nutrition Club Advisory will reflect the Distributor’s name, and contact information at the Club at all times. This Distributor must be present during all Club sessions, except for short-term absences when attending Company-sponsored meetings, and if absent, must assign a Distributor who they personally trained, to oversee Club operations in-person.

If multiple Distributors share a common space to operate their Nutrition Clubs, the posted information of the responsible Distributors may be alternated accordingly.

1-I Good Neighbor Policy

Nutrition Club operators must be good and considerate neighbors, especially when operating out of their homes.

Operators must limit Club attendance and take any other necessary steps to ensure that Club meetings do not cause unreasonable amounts of noise, traffic congestion or other forms of nuisance to the public.

1-J Comply With the Law

Nutrition Club operators must comply with all laws and regulations that apply to the operation of their Club. In dealing with relevant government agencies, prospective and current Club operators must be cooperative and represent their proposed or actual activities accurately.

1-K No Assigned or Exclusive Territories

There are no territorial assignments or exclusive territories for Nutrition Clubs; they may be opened and operated anywhere it is legally permissible to do so.

1-L Multiple Clubs

Nutrition Club operators may operate in more than one (1) location (e.g., operate multiple Clubs), but only if they do not operate two (2) or more Clubs simultaneously.

1-M Required Advisory for Posting

Every Club operator must post the following Advisory in the Club:

Nutrition Club Advisory

This Nutrition Club is operated by Herbalife Independent Distributor (“Operator”)_____. Operator’s mailing address is _____, and Operator’s business phone number is _____. Operator, not Herbalife, is responsible for all of the activities related to this Nutrition Club.

Nutrition Clubs are social gatherings, bringing people together with a focus on good nutrition. They are not retail stores or outlets, nor are they restaurants. Registered Club members may carry out one shake, or one COLD tea, per day from the Club, but only in unbranded containers of not more than one single serving. Carry-out of a shake, or COLD tea, may only be for the personal consumption of that Club member or another registered Club member. Carry-out is limited to one shake, or one COLD tea, and does not include Formula 1 pies or Herbal Aloe Concentrate.

Nutrition Club fees cover general operational costs and do not represent the price or cost of products. Participants may share their experiences after having used the products, but must always remember that the products are not intended to diagnose, treat, prevent or cure any disease or medical condition. Income reported in Nutrition Club materials, or in oral testimony at Club gatherings, is applicable to the individuals (or examples) depicted and not average.

This sign containing the Advisory must be at least **8.5 inches by 11 inches** and the Advisory itself must be in a font size **no smaller than 17 points**. The specific wording of the Advisory may change from time to time, but the most recent version can always be obtained by calling your local Distributor Relations Department, or it can be downloaded from MyHerbalife.com.

A copy of this Advisory is provided for your use at the end of Subsection 5 of the Nutrition Club Rules.

1-N Good Hygiene

Although Nutrition Clubs are not restaurants, carry-outs, or any other form of food service establishment, the provision of complimentary shakes, teas, Formula 1 pies and Herbal Aloe Concentrate to Club members requires that Nutrition Club operators always practice good hygiene and maintain clean and sanitary Club premises. The following practices are always required:

Food Sourcing, Handling and Preparation

- Always obtain fruits, vegetables and other non-Herbalife ingredients from reputable suppliers; inspect these ingredients for freshness and quality on delivery and again before use.
- Always use purified water in preparing the Club’s complimentary beverages; non-purified water can be used after it is boiled.
- All kitchen equipment which is used for Club activities, including, but not limited to, blenders and cutting boards, must be cleaned thoroughly before and after every use.
- Always use disposable cups to serve complimentary beverages.

Non-Perishable Products

- Always use your stock of Herbalife products, and non-perishable ingredients on a “first-in, first-out” basis; this means, always using the older products first.
- Always store your Herbalife products and non-perishable ingredients in a cool, clean, well-ventilated space; the fact that items are non-perishable does not excuse poor storage practices.

Perishable Products

- Always use your stock of perishable food items on a “first-in, first-out” basis, and perishable items such as fruits and vegetables must be washed prior to use.
- Clean your refrigeration units at least once a week and always store perishable products in a manner that protects them from damage, spoilage or contamination.

Personal Hygiene

- Keep your hands and forearms clean at all times by washing thoroughly with antibacterial soap and warm water, and take special care to wash in the following instances:
 - After using the restroom
 - Before and after handling any food items
 - After sneezing, coughing or blowing your nose
 - After smoking, eating, drinking or leaving the Club premises

- After touching your hair or any other body part
- After touching another person
- After touching used or dirty kitchen equipment or utensils
- Leave the Club premises immediately if you are sick or feel sick, even if this means the Club must be closed until you are back to good health.
- Keep your clothing and hair clean and neat at all times.

Club Premises

- Be careful to watch for spillage and clean up any spills immediately; warn members and guests to avoid the affected areas until clean-up is complete.
- Maintain multiple covered trash receptacles lined with high-quality garbage bags throughout the Club premises; remove and empty them frequently.

1-O Required Advisory for Posting; Hygiene and Sanitary Practices

Every Club operator must post the following Hygiene and Sanitary Practices Advisory in the Club:

Advisory for Nutrition Club Operator

Although Nutrition Clubs are not restaurants, carry-outs, or any other type of food service establishment, Herbalife expects Nutrition Club Operators to adopt the highest standards of hygiene and sanitary practices. Listed below are the core principles of good hygiene and sanitation that are always required. Refer to Rule 1-N "Good Hygiene" which details these required hygiene practices:

- *Keep your Club, particularly your entire kitchen area, clean at all times.*
- *Keep all tools and utensils used in food preparation, and in particular blenders and cutting boards, clean at all times.*
- *Keep your hands and forearms clean at all times by washing them frequently with antibacterial soap and warm water.*
- *Always use purified (or boiled) water in preparing the Club's complimentary beverages.*
- *Inspect fruits and vegetables for freshness and quality, and wash them prior to use.*
- *Always use disposable cups.*
- *Clean up any spillage immediately, and remove all trash promptly.*

This sign containing the Hygiene and Sanitary Practices Advisory must be at least **8.5 inches by 11 inches** and the Advisory itself must be in a font size **no smaller than 17 points**. The specific wording of the Advisory may change from time to time, but the most recent version can always be obtained by calling your local Distributor Relations Department, or it can be downloaded from MyHerbalife.com.

A copy of this Advisory is provided for your use at the end of Subsection 5 of the Nutrition Club Rules.

SUBSECTION 2 – FEES, RECRUITING AND SUPPORT

2-A Fees

Daily, weekly or monthly membership fees may be charged to cover operational premise-related costs, for example, product and ingredients consumed in the operation of the club, rent and utilities.

Membership fees may not be represented as the price or cost of products offered to members or their guests for consumption as these are benefits of membership, nor may they be in exchange for any services that the club operator may choose to offer (such as but not limited to seminars or classes).

Distributors who choose to provide more than one membership option may be more likely to be required to pay sales tax and to comply with food service regulations and requirements. It is the club operator's sole responsibility to diligently research and comply with these and other important legal and tax requirements as applied to the way their club operates.

2-B Club Attendance Not Mandatory

Attending Club sessions is a personal decision for the member or guest (whether or not he or she is a Distributor); Club operators must never state or imply that there is an obligation to attend.

2-C Club Activities and Services

Nutrition Clubs must offer their members regular opportunities to socialize, as well as frequent educational and coaching sessions (group and one-on-one) on nutrition and weight management.

2-D Member Referral Incentives

Club operators may offer reasonable rewards, such as free products, for the referral of new members, but Club operators are prohibited from paying cash or cash equivalents for such referrals.

3-A Authorized Herbalife Products Only

Only Herbalife products authorized for the United States may be provided for consumption or sale while operating a Nutrition Club. Non-Herbalife products may not be provided, sold or promoted on the Club premises.

3-B Product Consumption

Nutrition Clubs are social gatherings, bringing people together with a focus on good nutrition. They are not retail stores or outlets, nor are they restaurants or carry-out establishments.

Subject to this restriction, Club operators may offer complimentary products such as shakes, teas, Formula 1 pies and Herbal Aloe Concentrate. Club operators may post a list of available flavors of shakes and teas, as well as any optional ingredients such as protein or fiber, but consistent with the proper operation of a Nutrition Club they may not post, list or charge individual prices for these products or ingredients. The only permissible Nutrition Club fees are daily, weekly or monthly membership fees to cover operational costs such as rent and utilities.

In the Nutrition Clubs and elsewhere, Herbalife products must always be served, consumed and applied in accordance with the instructions on the printed product labels.

3-C Carry-Outs

Although it is preferable that all product offerings be consumed on the Club premises, registered Club members may carry out one shake per day.

Carry-outs must be in unbranded containers of not more than one single serving. Carry-outs may only be for the personal consumption of that Club member, or another registered Club member. Carry-out is limited to one shake, or one COLD tea, and does not include Formula 1 pies or Herbal Aloe Concentrate.

3-D Product Retailing

Nutrition Clubs are social gatherings, bringing people together with a focus on good nutrition. They are not retail stores or outlets, nor are they restaurants or carry-out establishments.

Club operators may keep product inventory on hand, and they may sell their inventory at retail. All Herbalife products must be sold unopened and in their original Herbalife packaging.

Products which are not packaged and labeled for individual sale as individual units or single servings may not be sold in the Nutrition Clubs, or elsewhere. An official Herbalife product catalog may be made available to Club members, but product pricing may not be posted. Club operators may not pressure their members or guests to buy the products, and may not state or imply that product purchases are required in order to enter, attend, become a member, or remain a member of the Club.

3-E Sampling

Sampling of Herbalife products is permissible at Nutrition Clubs. Club operators may offer complimentary (sample) products such as shakes, teas, Formula 1 pies and Herbal Aloe Concentrate. Loose tablets may not be sampled. Club operators may post a list of available flavors of shakes and teas, as well as any optional ingredients such as protein or fiber, but consistent with the proper operation of a Nutrition Club, they may not post, list or charge individual prices for these products or ingredients. The only permissible Nutrition Club fees are daily, weekly or monthly membership fees to cover operational costs such as rent and utilities.

3-F Mixtures

Club operators may not mix shakes, teas or Herbal Aloe Concentrate using alcoholic beverages, medications or other inappropriate ingredients.

3-G Product Packaging and Display

Club operators may display product-related literature, promotional items, and one unit (per product) of Herbalife products, unopened and in their original packaging, but such displays may not be visible from the exterior.

When preparing shakes, teas and Herbal Aloe Concentrate for consumption, these products must be available for inspection by members and guests (again, unopened and in their original packaging).

3-H Proper Disposal of Product Containers

To protect against those who might seek to counterfeit Herbalife product, Club operators are required to deface or destroy product labels and containers before disposing of empty containers.

4-A Testimonials/Product Claims

Club members may share their experiences from using the products, but the products are not intended to diagnose, treat, prevent or cure any disease or medical condition, and under no circumstances should there be any statements or implications to the contrary, whether by the Club operator or by members or guests who are offering testimony. All information which is given to Club members should be consistent with the information which is provided in Herbalife support materials and publications, both in general and for specific products. Refer to Herbalife's Rules of Conduct and Distributor Policies Section 22, "Claims and Representations." These Rules are also available, on MyHerbalife.com, or through Distributor Relations, upon request.

4-B Testimonials/Income Claims

Income and earnings testimonials, whether made orally at a Club event, or in writing in websites or Club-related materials must be appropriately disclaimed, orally and/or in writing. The appropriate disclaimer is:

Income reported in Nutrition Club materials, or in oral testimony at Club gatherings is applicable to the individuals (or examples) depicted and not average. For average financial performance data, see the Statement of Average Gross Compensation for U.S. Supervisors at Herbalife.com and MyHerbalife.com.

Refer to Herbalife's Rules of Conduct and Distributor Policies Section 22, "Claims and Representations." These Rules are also available on MyHerbalife.com or through Distributor Relations upon request.

4-C Offering Nutritional Advice to Members and Guests

Club operators may offer the general health, wellness and nutritional information which is a part of their daily activities as Herbalife Independent Distributors. This includes guidance about the products, their usage and their key benefits, as well as information about the business opportunity. Operators may also provide appropriate product and income testimonials both orally and in writing (accompanied by Herbalife's required disclaimers).

However, Club operators may not state or imply that using the products will diagnose, treat, prevent, or cure any disease or medical condition, and all information which is given to Club members and guests should be consistent with the information that is provided in Herbalife's support material and publications, both in general and specific products.

4-D Advertising

Nutrition Clubs are social gatherings publicized exclusively through word of mouth and attended only by persons who are personally invited by the Club operator, another independent Distributor, a club member, or a customer, either through oral conversation or through conversation accompanied by the provision of a written invitation. Nutrition Clubs are not intended to attract "walk-in" traffic; therefore, Nutrition Club advertising is limited to promoting services that are offered at the Club's location, such as a Weight loss Challenge, a wellness evaluation or wellness presentation. Advertising such services may include the following details:

- Name of Club and Club operator
- Phone number

Using radio and television to advertise services that occur in a Club is not permissible.

4-E Personal Websites

Every Nutrition Club operator is permitted to create a website under the following conditions:

- **Password-protected websites** that are not accessible by the general public, dedicated or partially dedicated to Nutrition Clubs, may be operated subject to their full compliance with Herbalife's Rules.
- **Non-password-protected websites**, accessible by the general public, are permitted with regard to a Distributor's overall Herbalife business, but not with regard to Nutrition Clubs specifically. A publicly accessible website may only provide the following Nutrition Club information:
 - Services available at Club (for example, a Weight Loss Challenge, a wellness evaluation, or wellness presentation)
 - Name of Club and Club operator
 - Phone number

Any other information specific to Nutrition Club(s) which is posted on publicly accessible websites will be considered and treated as prohibited Nutrition Club advertising.

4-F Nutrition Club Signage (Residential)

Residential Locations: Clubs operating from residential locations may not use exterior signage of any kind. For signage Rules that apply to Clubs operating from non-residential locations, refer to Subsection 5 of these Nutrition Club Rules.

5-A Notification Form

As an aid for Distributors to comply with Herbalife’s Rules regarding notification of Nutrition Clubs (for Clubs operating from non-residential locations) the “Notification Form” is available (in its current form) at the end of this Document, on MyHerbalife.com, or from your local Distributor Relations Department. Distributors are required to complete and submit the “Nutrition Club Notification Form” at least 30 days in advance of opening their Club.

5-B Retail/Service Establishments

Retail Establishments: Nutrition Clubs may not operate on the premises of retail establishments. Retail establishments are defined as fixed locations whose primary activity is the on-site sale or delivery of goods to consumers.

Service Establishments: Nutrition Clubs may not operate on the premises of service establishments whose primary purpose is to provide prepared foods (such as, but not limited to, restaurants, cafés, ice cream shops, etc.).

However, it is permissible to operate within other types of service establishments including but not limited to, beauty salons, barber shops, gyms, and health clubs, provided that the Nutrition Club activities and all signage are restricted to an enclosed room and are not visible to passersby or to the public frequenting the service establishment.

Herbalife has the sole and absolute discretion as to the determination and application of this policy.

5-C Signage Restrictions for Clubs Operating in Non-Residential Locations

A Nutrition Club may have a sign identifying itself, but that signage must meet the following standards:

- The design and content of the proposed sign must meet Herbalife’s published standards to ensure that the location is not perceived as a store, restaurant, franchise or similar operation, or other retail location, and does not invite passersby to purchase product.
- Utilizing signage which is unreasonably large or unreasonably noticeable, as determined by Herbalife at its sole and absolute discretion, will be considered and treated as an attempt to attract walk-in traffic to a Nutrition Club, which is prohibited. Please refer to Rule 5-H “Walk-In Traffic.”

- No two clubs operating from non-residential locations may have identical or substantially similar names or signage within a (100) mile radius (as determined by Herbalife, at its sole and absolute discretion). This would include anything visible from the exterior that might suggest that the location is a franchise.
- Signs may not directly or indirectly identify, imply or signal that the occupant is an Herbalife Independent Distributor (or otherwise indicate an Herbalife business).
- Signs may not advertise services offered as part of a Nutrition Club (for example, Herbalife product available, Weight Loss Challenge, etc.).

The following are a few examples of signage do’s and don’ts:

Examples of Signage:

Do’s	Don’ts
“Angela’s Wellness Center”	“Angela’s Shake Café”
“Healthy Lifestyle’s Club”	“Healthy Nutrition Bar”
“The Feel Good Zone”	“Herbalife Weight Loss Shop”

- Signs may not state or suggest that Herbalife products are available for retail purchase on the premises.
- Signs may not use the terms “Nutrition Club,” “Herbalife®,” “L.A. Live,” “Mark Hughes,” “Liftoff®,” “Shapeworks®,” “Skin Activator®,” “NouriFusion®” or any other Herbalife intellectual property, product names or brands, or the word “shake” or any other words that imply or signal that Herbalife products are available at that location.
- The following terms, and any similar terms, are not acceptable: “café,” “restaurant,” “bar,” “mart,” “store,” or “shop.”
- Signs that depict “Open/Closed” may not be visible from the exterior.

Provided that the Club operator adheres to the specified points, the use of the following terms and any similar terms are acceptable: “club,” “center,” or “meeting”; Club operators may also use their business name or the name of the individual or group.

5-D Window and Door Coverings

Nutrition Clubs operating in non-residential locations must ensure the interior of the Club is not visible to persons from the exterior, by use of window and door coverings, and external doors must remain closed.

For example:

- Window and door coverings must be unbranded, and they may not state, imply or suggest (even without words) that retail products are available for purchase inside.
- “Before & After” photographs may not be used, or incorporated as window and door coverings.
- The word “shake” or pictures of shakes, or any other products, even if unbranded, are not permitted and, may not be used, or incorporated as window and door coverings.
- Herbalife products, posters, materials, images used inside the Club must not be visible from the exterior.

5-E Nutrition Club Exterior

Because Nutrition Clubs are not retail establishments, cafés, restaurants or take-out establishments and to avoid any misconceptions by the public, the exterior of a Nutrition Club may NOT have:

- tables, chairs, or outdoor seating;
- *Visa* or *MasterCard* (or any other credit card merchant) decals or signs;
- the word “welcome,” pictures or logos of shakes, blenders, pictures of food or products, telephone numbers, or “.com,” “www,” “.net,” or any other reference to a website;
- repetitive names with numbers (e.g., Rockin’ wellness #3, Rockin’ wellness #4); or
- *Tag lines or slogans*. A tag line is a descriptive term used in conjunction with the name of a Nutrition Club.

Herbalife shall have the right in its sole and absolute discretion to determine if a Nutrition Club’s appearance conflicts with this or any other Distributor policy, or Nutrition Club Rule.

5-F Cash Registers

Since Nutrition Clubs are not retail establishments, cash registers, cash boxes and the like may not be visible to Club members.

5-G Leasing, Renting or Sharing Club Locations

Nutrition Club operators may lease, rent or otherwise charge for clubs located in non-residential locations which they make available to, or share with, members of their downline organizations. However, the fees derived may not exceed a 5% net profit to the offering Distributor, and the offering Distributor(s) may not solicit or promote these locations to Distributors in other organizations.

5-H Walk-In Traffic

A “walk-in prospect” is a person who visits a Nutrition Club for the first time without a personal invitation and without having had any direct contact with or a referral from the operator of the Club or an existing Club member. Nutrition Club operators may sign up a walk-in prospect as a member, but if the prospect cannot or will not sign up as a member, the operator is then limited to offering the prospect a complimentary shake, tea, Formula 1 pies, and Herbal Aloe Concentrate as samples, and explaining the Nutrition Club concept of socialization, product consumption and wellness education among Club members, all in a fun and relaxed atmosphere. Nutrition Clubs are not retail locations and operators may not state or imply that they are. It is not permissible to sell product servings to anyone. Product servings are only available to registered Nutrition Club members as part of their daily, weekly or monthly membership fee. Free samples of prepared products may be provided to encourage walk-ins to return and become Club members. Please refer to Rule 5-C “Signage Restrictions for Clubs Operating in Non-Residential Locations.”

Nutrition Club Advisory

This Nutrition Club is operated by Herbalife Independent Distributor (“Operator”) _____ . Operator’s mailing address is _____ , and Operator’s business phone number is _____. Operator, not Herbalife, is responsible for all of the activities related to this Nutrition Club.

Nutrition Clubs are social gatherings, bringing people together with a focus on good nutrition. They are not retail stores or outlets, nor are they restaurants. Registered Club members may carry out one shake, or one COLD tea, per day from the Club, but only in unbranded containers of not more than one single serving. Carry-out of a shake, or COLD tea, may only be for the personal consumption of that Club member or another registered Club member. Carry-out is limited to one shake, or one COLD tea, and does not include Formula 1 pies or Herbal Aloe Concentrate.

Nutrition Club fees cover general operational costs and do not represent the price or cost of products. Participants may share their experiences after having used the products, but must always remember that the products are not intended to diagnose, treat, prevent or cure any disease or medical condition. Income reported in Nutrition Club materials, or in oral testimony at Club gatherings, is applicable to the individuals (or examples) depicted and not average.

Advisory for Nutrition Club Operator

Although Nutrition Clubs are not restaurants, carry-outs, or any other type of food service establishment, Herbalife expects Nutrition Club Operators to adopt the highest standards of hygiene and sanitary practices. Listed below are the core principles of good hygiene and sanitation that are always required. Refer to Rule 1-N “Good Hygiene” which details these required hygiene practices:

- Keep your Club, particularly your entire kitchen area, clean at all times.
- Keep all tools and utensils used in food preparation, and in particular blenders and cutting boards, clean at all times.
- Keep your hands and forearms clean at all times by washing them frequently with antibacterial soap and warm water.
- Always use purified (or boiled) water in preparing the Club’s complimentary beverages.
- Inspect fruits and vegetables for freshness and quality, and wash them prior to use.
- Always use disposable cups.
- Clean up any spillage immediately, and remove all trash promptly.

CLUB NAME, SIGNAGE, WINDOW AND DOOR COVERING REQUIREMENTS

Distributors operating Nutrition Clubs from **non-residential** locations are required to submit a *Notification Form* to Herbalife, at least 30 days prior to the official opening date of their Club.

WHY DO I NEED TO SUBMIT A NOTIFICATION FORM?

Submitting your *Notification Form* will help you stay connected with the latest news and updates on Nutrition Club trainings and promotions. This notification process will allow Herbalife to review your proposed Club name, signage, window and door covering ideas prior to your Club's opening date and avoid premature expenditures that may not be compliant with Herbalife's *Rules of Conduct and Distributor Policies*. **As stated in Herbalife's Nutrition Club Rules, Nutrition Clubs are not franchises. Therefore, their overall appearance must be unique to avoid the appearance of a franchise.**

DO I NEED TO SUBMIT ADDITIONAL INFORMATION WITH MY NOTIFICATION FORM?

Yes. Please, submit the following with your completed *Notification Form*:

For planned Nutrition Clubs located in a non-residential location:

- A drawing of each exterior sign.
- A drawing of each window and door covering (curtain or shade).
- A brief description, including the dimensions, locations and the number of signs and window and door coverings needed.

For existing Nutrition Clubs located in a non-residential location:

- Photos of each exterior sign.
- Photos of each window and door covering (curtain or shade).
- A brief description, including the dimensions, locations and the number of signs and window and door coverings needed.
- An overall photo that captures the entire exterior of the Club's structure and any signage or message visible to passersby.

PRIMARY NUTRITION CLUB OPERATOR

Only one Distributor is responsible for submitting a Nutrition Club *Notification Form*. This Distributor is considered the **Primary Nutrition Club Operator**. Additional Club Operators may be listed on the *Notification Form*. A *Notification Form* is required for every non-residential Nutrition Club location.

WHERE DO I SUBMIT MY NOTIFICATION FORM AND ADDITIONAL INFORMATION?

For your convenience, there are three (3) simple ways to submit your *Notification Form* and the additional information required:

1) **Email:** DPCNutritionClubsNAM@Herbalife.com.

2) **Mail:** Herbalife International of America, Inc.
Attention: DPC
950 W. 190th Street
Torrance, CA 90502

3) **Fax:** (310) 216-5145. Please do not submit your photographs by fax. They need to be sent via email or mail.

Distributors operating Nutrition Clubs from residential locations are also encouraged to submit a *Notification Form*.

U.S. Nutrition Club Notification Form



PRIMARY (MAIN) NUTRITION CLUB OPERATOR'S INFORMATION:

Last name: _____ First name: _____
Primary Distributor ID#: _____ Team level: _____

Country: _____ Club Address: _____

Club type: Residential Non-Residential Suite #: _____

Primary language spoken in Club: English Spanish City: _____

The Club is: Existing or Planned State: _____

Date of opening or estimated opening: _____ Zip: _____

I have a Club name: _____

I do not have a Club name

I previously submitted this form, but have an update/change to my Nutrition Club name, signage and/or window coverings.

I am closing or have closed my Nutrition Club. Date of closure: _____

I wish to change the Primary Operator ***For changes to the Primary Distributor, both Distributors must sign* this form.**

Proposed Primary Operator's Name: _____ Proposed Primary Operator's #ID: _____

Seating capacity: _____ Main contact number: _____

Averaged daily consumption/memberships: _____ Alternate contact number: _____

Website: _____

Email: _____

How did you learn about the Nutrition Club Rules?

Upline Other Distributor At a training

IBP Books Other

What percentage of your business comes from the Club? _____

Number of additional Distributors who operate the Club? _____

Additional Club Operator information

Distributor name: _____

Distributor ID#: _____

Team level: _____

Distributor name: _____

Distributor ID#: _____

Team level: _____

If there are more than two (2) Operators for your Club, submit them on a separate page.

For marketing purposes only, select Business Methods conducted at this Club.

Weight Loss Challenge Total Plan

Wellness Coach method Other

Club hours of operation

Club is open all day Monday - Friday: _____ to _____

OR daily hours of operation:

Morning: _____ to _____ Afternoon: _____ to _____ Evening: _____ to _____

Club is open all day Saturday: _____ to _____

OR daily hours of operation:

Morning: _____ to _____ Afternoon: _____ to _____ Evening: _____ to _____

Club is open all day Sunday: _____ to _____

OR daily hours of operation:

Morning: _____ to _____ Afternoon: _____ to _____ Evening: _____ to _____

Comments:

I acknowledge that I have reviewed and understand Herbalife's Rules of Conduct, and Supplemental Rules, which include Nutrition Club Rules.

Signature: _____ Date: _____

*Signature: _____ Date: _____

Please be aware that an incomplete form may delay the signage, window and door covering confirmation process of your Nutrition Club. Failure to submit a Notification Form to Herbalife may result in sanctions to your Distributorship.

July 2012 Rev11



Nutrition for a better life.

Introduction

It is noteworthy that these Weight Loss Challenge Rules have the same force and effect as the full body of Herbalife’s Rules of Conduct & Distributor Policies (including the U.S. Supplemental Rules of Conduct and Nutrition Club Rules). Violations of any Herbalife Rule or Distributor Policy can result in disciplinary action, up to and including suspension or termination of Distributorships. Violations of these Rules can result in Distributors being denied the ability to operate Weight Loss Challenges. The Weight Loss Challenge Participation Agreement which is attached is required by these Rules. The Rules of Conduct & Distributor Policies (the U.S. Supplemental Rules of Conduct and Nutrition Club Rules) are included in the International Business Pack (“IBP”) and may also be obtained online at MyHerbalife.com, or upon request from Distributor Relations toll-free at 866-866-4744. Where available, Weight Loss Challenge Manuals may also contain the Weight Loss Challenge Rules and Participation Agreement.

Table of Contents

Introduction 117

Rules and Guidelines 118

 1. Maximum Number of Participants 118

 2. Permissible Fees 118

 3. Maximum Payout..... 118

 4. Duration 118

 5. Weekly Meetings..... 118

 6. Recommending Herbalife Products..... 118

 7. Refunding the Participation..... 118

 8. Advertising..... 118

 9. Required Participation Agreement..... 119

 10. State of Vermont 119

 11. Minimum Age 119

Participation Agreement 120

The Weight Loss Challenge Rules and Guidelines set forth below have the force and effect of, and are in addition to, Herbalife's other Rules, including the Rules of Conduct and Distributor Policies, the U.S. Supplemental Rules and the Herbalife Nutrition Club® Rules.

Non-italicized content represents the Rule itself and is mandatory. Italicized content represents "best practices" and/or further details.

1. Maximum Number of Participants

Each Weight Loss Challenge ("Challenge") is limited to a maximum of 40 participants. We recommend that you have 20 to 30 participants per Challenge. Keep in mind that a Challenge may include as few as 3 and up to the maximum of 40 participants. For example, if you have 120 people ready to start their Challenge today, you must start 3 or more separate Challenges in order to comply with this Rule. We also recommend that an Independent Distributor be assigned as a personal coach to every 12 to 15 participants.

2. Permissible Fees

Participation Fee: The Participation Fee covers all prize payouts, plus minimal operational costs. Participation fees may not be used to generate a profit and, under no circumstance, may they exceed \$35.

Weight-Gain Fee: Distributors may charge a weight-gain fee of \$1 per pound for weight gained since a participant's last recorded weigh-in.

Absence Fee: Distributors may charge an absence fee of \$5 for each absence from a weekly meeting. One (1) absence is allowed without penalty.

The only permissible action for non-payment of weight-gain and absence fees is disqualification from the Challenge; Distributors may not otherwise press or pursue participants (or former participants) for payment.

3. Maximum Payout

First-prize payout for each Challenge may not exceed \$599.

There are 2 reasons for this maximum payout amount:

- *Participants should be driven by the results they will achieve, with the "extra" benefit of possibly winning money.*
- *Larger funds could encourage participants to engage in unhealthy or excessive weight loss and exercise practices; therefore, we dictate this reasonable maximum prize amount.*

4. Duration

Each Challenge must run for a minimum of 6 weeks.

- *We recommend that each Challenge runs for 12 weeks. This allows the participants to better reach their goals during the course of the Challenge.*
- *The Weight Loss Challenge Manual, MyHerbalife.com support materials, and Herbalife's Weight Loss Challenge website for participants (HerbalifeWLC.com) are based on a 12-week program.*

5. Weekly Meetings

Weekly meetings are a required element of any Challenge. They may be conducted in any suitable location or online.

Meetings should include a weekly weigh-in, discussion of the participants' progress, educational talks by the Distributor(s)/coach(es), and formulation of a plan and/or goal for the coming week.

6. Recommending Herbalife Products

Distributors may always recommend, promote and educate on Herbalife products, but may not require that the products be purchased or consumed as part of a Challenge.

7. Refunding the Participation

The participation fee must be fully refunded if requested by the participant within the first 48 hours of the Challenge start date. Refunds requested more than 48 hours after the Challenge commences may be granted at the discretion of the responsible Distributor(s).

8. Advertising

Herbalife creates a variety of finished ads for the Weight Loss Challenge. These tools can be found at MyHerbalife.com. Distributor-created ads must be compliant with all Herbalife Rules, including the Rules of Conduct and Distributor Policies, the U.S. Supplemental Rules and (where appropriate) the Herbalife Nutrition Club Rules.

When advertising a Weight Loss Challenge, Distributors may include their name and phone number in the ad. If the Challenge is to take place at a Nutrition Club, the ad may include the name of the Nutrition Club, name of the Club operator, and the Club's phone number; however, Distributors may only provide the address for the Challenge through personal interaction, not through the advertisement.

In addition, Weight Loss Challenge ads may not state or imply that persons will receive money for the mere act of participating in a Challenge. Only 4 participants in each Challenge actually receive cash payouts. Ads may state or imply that persons who win the Challenge can earn money for doing so.

Examples of Acceptable Ad Statements:

- “Weight Loss Challenge winners can earn dollars for losing pounds!”
- “Challenge winners can earn cash to lose weight!”

Examples of Unacceptable Ad Statements:

- “Earn dollars for losing pounds!”
- “We pay you to lose weight!”

9. Required Participation Agreement

Every participant must review and sign a Participation Agreement, which must be kept on file by the Distributor(s) for at least 1 year from signing and produced to Herbalife upon request.

The Participation Agreement form is provided for your use at the end of the Weight Loss Challenge Rules and Agreement.

10. State of Vermont

The standard Weight Loss Challenge model, as set forth in this Manual and in these Rules, is prohibited by law in the state of Vermont. If you are interested in using this tool in Vermont, you must contact the Herbalife Distributor Relations department for specific guidance.

11. Minimum Age

The minimum age for participation in a Weight Loss Challenge is 14, and persons ages 14 to 17 require written permission from a parent or legal guardian.

Weight Loss Challenge Participation Agreement

Thank you for your interest in the Weight Loss Challenge! Through the Challenge, Herbalife Independent Distributors (also known as “coaches”) are able to help participants work toward their weight-loss goals and improve their overall wellness. We want you to have a great time as you have fun and meet new friends at our Weight Loss Challenge. Remember that any reasonable diet or weight-management program includes exercise and sensible meals, and it’s always a good idea to consult your primary physician before starting an exercise or weight-management program.

The coach(es) responsible for this Challenge:

Name(s): _____

Contact Information: _____

Please read this document carefully and sign it to confirm that you understand all of the general terms of the Weight Loss Challenge.

- In return for your Participation Fee of \$35* and upon signing this document, you are entitled to participate in the Weight Loss Challenge identified below and you will be eligible for the various prizes and/or payouts which are awarded upon its conclusion. You will also attend weekly weigh-ins where you will have the opportunity to ask questions, receive coaching and education.
- This Weight Loss Challenge begins the week of _____ / _____, 20____ and ends the week of _____ / _____, 20____.
- Coaches are independent businesspersons; they are solely and exclusively responsible for the operation and details of each Weight Loss Challenge.
- The purchase or consumption of Herbalife® products in conjunction with your participation is recommended, but not required.
- The *Participation Fee* of \$35* covers all prize payouts, plus minimal operational costs.
- The *Weight-Gain Fee* is \$1* per pound for weight gained since the last recorded weigh-in.
- The *Absence Fee* is \$5* for each absence. One (1) absence is allowed without penalty.
- The Participation Fee is fully refundable if requested by the participant within the first 48 hours of the Challenge start date.

*Amount is in U.S. dollars.

- *Weight-Loss Payouts* are paid to the top 3 weight losers as follows:
 - **1st Place:** 50 percent will be paid to the person who has lost the greatest percentage of his/her body weight by the end of the Challenge.
 - **2nd Place:** 30 percent will be paid to the person who has lost the next greatest percentage of his/her body weight by the end of the Challenge.
 - **3rd Place:** 20 percent will be paid to the person who has lost the next greatest percentage of his/her body weight by the end of the Challenge.
- An *Inches Payout* is paid to the participant who loses the most inches and is not also a top 3 weight loser; this winner receives all money collected from Weight-Gain and Absence Fees.
- If, after reading this document, you have any further questions about the Weight Loss Challenge, do not hesitate to ask the coach(es) listed in this Agreement.
- As a participant, you should communicate regularly and fully about your progress and never hesitate to ask questions, so you can receive the appropriate advice and coaching.
- You must be at least 14 years of age to enter a Weight Loss Challenge; if you are 14 to 17 years old, your parent or legal guardian must sign this Agreement on the line provided.

I, _____, have reviewed and agree to all of the above.
(PRINT NAME)

Signature: _____ Date: ____/____/____

Signature: _____ Date: ____/____/____
(Parent or legal guardian signature required if participant is under the age of 18.)

Address: _____

City: _____ Zip: _____

Phone: _____ - _____ - _____

Email: _____

How did you hear about this Challenge? (please check)

- Prior participant Referred by a friend (name): _____
- Newspaper ad Postcard (color of postcard or name listed): _____
- Other: _____

Introduction

The Herbalife Rules of Conduct are in place to protect the business for all Distributors. Violations of these rules are considered extremely serious. Violations can have a significant negative impact on the business for all Distributors as well as negatively influence the opinion of regulators, the media or the public about Herbalife, its products and Distributors. Herbalife attempts to educate our Distributors as to appropriate ethical business practices. In the event of a violation, the Company attempts to correct the violation by counseling the Distributor. However, more severe measures may be required in more serious cases, including, but not limited to, the following:

- Suspension of buying privileges
- Suspension of earnings
- Temporary or permanent suspension from the TAB Team Production Bonus
- Suspension from speaking at an Herbalife function
- Financial penalties or sanctions
- Termination or deletion of the Distributorship

1. Complaint Procedure

A. Upon learning of a violation of the Rules of Conduct or other rules and regulations, it is recommended that a Distributor attempt to contact the Distributor in violation, advise them of the appropriate guidelines of the Company referencing the section in the Rules and discuss the matter with them. It is recommended that the complainant then advise the Distributor in violation of the purpose of the rule and how the Distributor should correct their conduct.

B. If the alleged violator shows by word or conduct that they are unwilling or refuse to cooperate, then Herbalife requests the Distributor report the violation to the Company in writing on an Official Complaint Form which can be obtained through Herbalife's Distributor Relations Department or by accessing Herbalife's official website MyHerbalife.com. The details required will include the nature of the complaint and specific details to support the allegations, such as names, addresses and telephone numbers of all persons involved; dates, times, places, etc. It is important that the complainant provide specific details to prove the violation. Herbalife is not able to investigate or take action on insinuations or speculative infringements. The Official Complaint Form must be signed and include the Complainant's Herbalife ID number. Anonymous complaints cannot be made the basis for disciplinary action.

2. Suspension of a Distributorship

A. The Distributorship may be placed in suspension at any time by Herbalife while it is conducting an investigation. Suspension may include any or all of the following:

- Suspension or denial of buying privileges
- Suspension or denial of payment for Royalty Overrides
- Suspension or denial of payment for TAB Team Production Bonus
- Suspension or denial of awards or benefits (i.e., vacations, pins, etc.)
- Suspension from Speaking at Corporate Training Seminars or other meetings representing the Company
- Prohibition from attending any Corporate Event, even if Distributor has qualified for this event
- Suspension of any qualifications that may be in progress
- Suspension to hold one's self out as an Herbalife Distributor

B. Herbalife reserves the right to publish the violating Distributor's name, violation and penalty at its sole and absolute discretion.

3. Termination or Deletion of a Distributorship

A. Herbalife maintains the right to terminate or delete a Distributorship at any time, with or without giving prior notice, whenever it deems this is the necessary and appropriate action.

B. Termination means the complete cancellation of a Distributorship and revocation of the Distributor's right to conduct the Herbalife business. This includes cancellation of their right to receive any further income from the Distributorship whether accruing before or after the termination date. The termination is effective on the date indicated in the written notification from Herbalife to the Distributor.

C. In cases of Dual Distributorships and other similar infringements, the Distributor may be allowed to continue as an Herbalife Distributor, but must do so in the proper line of sponsorship, as determined by the Company in the application of the Rules of Conduct. In most cases, the downline lineage of the deleted Distributorship's organization will be moved to the rightful line of sponsorship, with the Distributor.

D. Upon termination or deletion of a Distributorship for any cause pursuant to these rules, the Distributor will have no claim against Herbalife as a result of the termination or deletion.

4. Procedures for Appeal

If a Distributor wishes to appeal a decision reached by Herbalife in cases concerning suspension, monetary sanctions, termination or deletion of a Distributorship, the Distributor has 15 days from the date of receiving written notification from Herbalife advising of the decision, to submit additional information or facts they believe should be considered. If the request for appeal is not received within the allotted period of time, the request will be denied.

The Distributors involved in the dispute may provide evidence and additional proof they believe may be relevant to the decision by Herbalife. However, Distributors must state why this information was not provided during the initial investigation.

Herbalife will advise the Distributors in writing of the results of their appeal. This decision does not create liability on the part of Herbalife to pay compensation to the Distributor for loss of profits or goodwill.

PRIVACY AND DATA PROTECTION

Herbalife collects information on the business you generate, and other information necessary for the performance of your Distributor relationship with Herbalife, such as your bank account or credit card number. Your information will be used: (1) to provide services to you (such as taking and processing orders, and calculating the earnings that you and others are entitled to under the Herbalife Marketing Plan); (2) to support and improve the services you render to your customers; (3) to provide you with additional services; (4) to maintain the proper functioning of the Herbalife Marketing Plan, and (5) compliance.

In order to fulfill its obligations under the Distributor relationship, Herbalife needs to share your information, or parts of it, with other Herbalife entities (a list of Herbalife subsidiaries can be found online at MyHerbalife.com, or at Herbalife.com), with Herbalife's corporate headquarters in the United States, and with Distributors in your upline. In specific cases we may also be legally required to disclose your information to public authorities, and we may disclose part of your information to service providers (e.g., IT support, accounting, legal advisors, etc.) in the framework of our regular business, internal investigations or business transactions. In all of these cases, Herbalife will take appropriate measures to ensure the confidentiality of your information. Herbalife does not share your information with other third parties.

Some of Herbalife's entities, and possibly Distributors in your upline, may be established in countries that offer less privacy protection than your country of residence. However, Herbalife is committed to protecting your privacy wherever your information is used. To that effect, Herbalife International of America, Inc. in the United States has certified to the EU-US Safe Harbor Agreement, thereby committing to a level of protection equivalent to that in the European Union.

You have a right to access your personal information and a right to have erroneous information corrected. If you want to exercise those rights, please contact Distributor Services in your country or check your account information online at MyHerbalife.com.

Herbalife will provide you with materials about its products and services to assist you in developing your business. In addition, Herbalife may send you additional commercial information about itself or its business partners.

The information collected by Herbalife is necessary to perform the Distributor Agreement. Refusal to provide this information or refusal to authorize us to use the information in the manner described above means that you will be unable to become or remain a Distributor. Moreover, when you terminate your Distributor relationship, Herbalife must keep some of your information for accounting purposes and for the calculation of earnings under the Herbalife Marketing Plan.

