# Congratulations on your decision to join **Herbalife!**



We believe our science-based products are the best and the Herbalife business opportunity is unrivaled in the direct-selling industry. We are especially proud to offer what we believe to be the **Gold Standard** in consumer protection for all our new Distributors. Please take the time to review the Gold Standard Guarantees. They provide valuable information that will help ensure your Herbalife Distributorship experience is a positive one!

# **Gold Standard Guarantees**



- There are no minimum purchases required and start-up costs are low.
- There is a fully refundable, 12-month money-back guarantee for the cost of the International Business Pack if Distributorship is canceled for any reason, including the shipping cost to return the Pack. To obtain a refund, Distributors may call Herbalife at 866-866-4744 or submit the refund form available at
- MyHerbalife.com (http://hrbl.me/InventoryRefund).
- There is a 100% refund guarantee on unopened products, including taxes and handling costs, that were purchased in the previous 12 months if Distributorship is canceled for any reason. The cost of shipping, both the initial delivery and return shipping, will also be refunded. To obtain a refund, Distributors may call Herbalife at 866-866-4744 or submit the refund form available at MyHerbalife.com (http://hrbl.me/InventoryRefund).

- There is no requirement to purchase any sales and business tools to start up or succeed in your Herbalife Distributorship.
- We clearly define the benefit of each product and appropriate method of use directly on the product label we want to make absolutely sure that the right products are taken the right way to achieve realistic results. We provide realistic expectations of the business opportunity and the effort required to succeed at all levels.
- We provide clear, accurate, and timely disclosures to prospective Distributors regarding potential income.

## **Registration Card**

is an authorized Herbalife Independent Distributor

ID No:



Application Date
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Mo. / Day / Year

### **Registration Card**

is an authorized Herbalife Independent Distributor

ID No:



Application Date
\_\_\_/ \_\_/ \_\_\_
Mo. / Day / Year

#### **GOLD STANDARD GUARANTEES**

Herbalife takes pride in the policies we have in place to protect all of our Distributors. Please review the Gold Standard Guarantees and check each box to acknowledge that you have read and understand each item.

**IDENTIFICATION NUMBER** 

hav	e read and understand each item.	
0	There are no minimum purchases required and start-up costs are low.	L The number above will be my Herbalife ID Number once this Application is accepted
	The only required purchase to become an Herbalife Distributor or engage in the Herbalife business is the International Business Pack. No product purchases are required. If I choose to purchas should not exceed my own needs or amounts I am confident I can resell in a reasonable amount of the second seco	
	I have read and understood this message	
2	There is a fully refundable, 12-month money-back guarantee for the cost of the International is canceled for any reason, including the shipping cost to return the Pack. To obtain a refund 866-866-4744 or submit the refund form available at MyHerbalife.com (http://hrbl.me/Invento	l, Distributors may call Herbalife at
	If I choose to cancel my Distributorship within 12 months, I have the right to a full refund of the purcl Pack, including the shipping cost to return the Pack.	hase price of the International Business
	I have read and understood this message	
3	There is a 100% refund guarantee on unopened products, including taxes and handling costs, t 12 months if Distributorship is canceled for any reason. The cost of shipping, both the initia also be refunded. To obtain a refund, Distributors may call Herbalife at 866-866-4744 or st MyHerbalife.com (http://hrbl.me/InventoryRefund).	ıl delivery and return shipping, will
	If my Distributorship is canceled for any reason, I may return to the company unused and resals purchased in the previous 12 months for a full refund of the purchase price, including taxes, handlir and return shipping costs.	
	I have read and understood this message	
4	There is no requirement to purchase any sales and business tools to start up or succeed in yo	ur Herbalife Distributorship.
	I am not required to purchase any business tools, and can use the promotional literature and sales tools at minimal cost. I understand that I must successfully complete the "Protecting Your Business 101" train 60 days of my qualification as a new Supervisor, or a hold will be placed on any earnings I may be eligible completed. Prior to opening a Nutrition Club, including any Club with fitness activities, I must be a Distribute Company's Mandatory Nutrition Club Operator's training available on MyHerbalife.com.	ning (available on MyHerbalife.com) within to receive until the training is successfully
	I have read and understood this message	
5	We clearly define the benefit of each product and appropriate method of use directly on the absolutely sure that the right products are taken the right way to achieve realistic results. We the business opportunity and the effort required to succeed at all levels.	
	We clearly define the benefit of each product and appropriate method of use directly on the product I that the right products are taken the right way and that Distributors have the correct information to talk Similarly, we provide accurate information about the financial results that Herbalife Distributors have those being introduced to the Herbalife business opportunity. Any claims I make about Herbalife® propportunity must be lawful, true, not misleading, substantiated in writing in advance and consistent with published by Herbalife. I may not make any written, therapeutic or curative claims about Herbalife® products with the products of the products.	a about the products to their customers. achieved so that it may be shared with roducts or about the Herbalife business with claims made in the current materials products (whether or not they are about
	I have read and understood this message	
6	We provide clear, accurate, and timely disclosures to prospective Distributors regarding pote	ntial income.
	I understand that it takes hard work, dedication and skill to make an Herbalife Distributorship succes Average Gross Compensation that follows is available on <a href="MyHerbalife.com">MyHerbalife.com</a> , and is the only authorize that Herbalife Distributors have achieved. I confirm I am not relying on any other information.	
	To see all of your rights and obligations as an Herbalife Distributor, please review Herbalife's Rules of	Conduct in your Business Pack or visit

**HERBALIFE** NUTRITION

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

Sales Order Department Tel: (866) 866-4744 TTY User: (800) 503-6180 **IDENTIFICATION NUMBER** 

The number above will be my Herbalife ID Number once this Application is accepted

## HERBALIFE DISTRIBUTORSHIP APPLICATION AND AGREEMENT

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If you or your spouse owned or participated in an Herbalife Distributorship in the past year, you may not apply for a new Distributorship under a different Sponsor until twelve (12) months from the date you last participated in the Distributorship, or your Distributorship was terminated, whichever is later. For any prior Distributorships, please provide the information requested below:

Your or/Spouse's Prior Distributorship ID:	Name:
Application Date://	of last activity in connection with that Membership /

If you or your spouse were an Herbalife Preferred Member in the past year, you may not apply for a Distributorship under a different Sponsor until twelve (12) months from the date your Membership was terminated. For any prior Preferred Membership, please provide the information requested below:

Prior Membership ID: _			Name:				
Application Date:	/	_/	. Date of termination of Preferred Membership	/	/		

Month Day Year

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Applicant's Signature:

I have read and understood this message

I hereby acknowledge that I understand the Herbalife Gold Standard Guarantees.

Month Day Year

#### A DISTRIBUTORSHIP (CONTINUED)

- 3. International Business Pack: Along with this application you purchased and received from Herbalife a new, unopened IBP. If you resign your Distributorship for any reason within twelve (12) months of the date Herbalife accepted this application, you are entitled to a full refund of the cost of the IBP, including shipping costs if we ask you to return the IBP. To obtain a refund you may call Herbalife at 866-866-4744 or submit the refund form you will find at MyHerbalife.com (http://hrbl.me/InventoryRefund).
- **4. Term:** The term of the Agreement will be one year from the date this application was accepted by us, renewable annually, so long as you comply with certain requirements such as payment of an Annual Services Fee, or completion of additional business training. You may cancel your Distributorship at any time by notifying Herbalife in writing at usarecadmin@herbalife.com. You may also contact Herbalife at 866-866-4744 for more information. Herbalife may terminate your Agreement if it determines that you or others participating in your Distributorship have violated the Agreement.
- 5. Inventory Refund: If you decide to resign your Distributorship for any reason at any time, you are entitled to a full refund for any unopened product you purchased during the previous twelve (12) month period. The amount you will be refunded includes the cost of the product, any taxes you paid on the purchase, and the cost of shipping, both the initial delivery and return shipping costs. To obtain a refund please call Herbalife at 866-866-4744 or submit the refund form you may find at MyHerbalife.com (http://hrbl.me/InventoryRefund).
- 6. Self-employed: As a Distributor you are a self-employed independent contractor deciding, among other things, your schedule, how much time you wish to devote to your business, your expenses and methods of operation. As an independent contractor you are not an employee, agent, franchisee, fiduciary or beneficiary of Herbalife or any other Distributor. You acknowledge that as an independent contractor, you will have no rights or benefits that an employee of Herbalife may have nor will you make any claim to the contrary.

#### **B** UNDERSTANDING THE HERBALIFE BUSINESS OPPORTUNITY

- 1. Diligent Inquiry: A successful Herbalife Distributorship involves hard work, diligence and development of business skills as your business grows. You agree to carefully review the Materials so you will be informed about the potential risks, benefits and Rules applicable to your Distributorship.
- 2. Compensation You Might Earn: The Statement of Average Gross Compensation is the only authorized representation of Distributor earnings, and you acknowledge that you are not relying upon any other written or oral information or representations about the financial results you might achieve. You are aware that you will earn no compensation or other economic benefit solely by enrolling or recruiting other Distributors. If you choose to build and maintain a sales organization by sponsoring other Herbalife Distributors, you may receive payments from Herbalife based, among other things, on those Distributors' profitable retail sales to their customers. This multi-level compensation opportunity is detailed in Herbalife's Sales & Marketing Plan, which is available in Book 4 in your IBP and at MyHerbalife.com (http://hrbl.me/enUS-SMP).
- 3. The Only Required Purchase: The only required purchase to become an Herbalife Distributor is the IBP. All product purchases are optional. You are never required to purchase a minimum quantity of products, maintain an inventory, or attend meetings or events. Herbalife believes that you can advance in the Sales and Marketing Plan without incurring debt. For more information, please see The Policy Statement on Expenditures by New Distributors found in Book 4 and at MyHerbalife.com (http://hrbl.me/PolicyStatement).
- **4. Sales Aids and Business Tools:** We do not recommend that you purchase sales aids. In addition, you may not buy or sell, in any manner, sales leads or leads-related advertising. For more information please see the <u>Corporate Policy Statement on Sales Aids and Business Tools</u> found at MyHerbalife.com (http://hrbl.me/SalesAidsBusinessTools).
- 5. Sale of Products: By becoming a Distributor you are representing the Herbalife brand, and you agree that you will promote the sale of Herbalife® products only in a manner that enhances the reputation of Herbalife, your business and the Herbalife businesses operated by other Distributors. Your advancement will only come from sales of Herbalife® product by you, or other Distributors that you might sponsor, to retail customers for their genuine consumption.

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Form 4010-LISEN-47 Rev. 11/16

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#### **©** INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- 1. Limited Revocable License: You are hereby granted, during the term of your Distributorship, a limited, revocable license to use Herbalife's trade name, logo, trademarks and certain intellectual property only to the extent expressly permitted under the terms of the Agreement or otherwise by Herbalife in writing, and only in connection with the conduct of your Distributorship and for no other purpose.
- 2. Confidential Information: During the term of your Distributorship, you and your spouse will hold in strict confidence and trust for the exclusive benefit of Herbalife any trade secrets, formulas, business plans, customer lists, Distributor information, or any other confidential or proprietary business information, and any other information of commercial value provided by Herbalife ("Confidential Information"). You acknowledge and agree that you will not use Confidential Information, directly or indirectly, for any purpose other than the conduct of your Herbalife Distributorship and you will take reasonable care to protect Confidential Information.
- 3. Use of Your Image: You hereby authorize Herbalife to record your image at Herbalife events and you grant to Herbalife a limited license to use your name, photograph, video image, personal story and information that you provide to Herbalife, in Herbalife promotional or other materials. You hereby waive all claims for payment for such use.

#### MISCELLANEOUS LEGAL PROVISIONS

- 1. Transfers: Your Distributorship, or any interest in your Distributorship, may not be transferred or assigned unless authorized in writing by Herbalife in its sole discretion as provided in the Rules. Herbalife may assign this Agreement in its discretion.
- 2. Non-Solicitation: While you are a Distributor, neither you nor your spouse may solicit or promote the products or business opportunity of another multi-level marketing or direct-selling company to any Herbalife Distributor, Preferred Member or customer.
- 3. Representations and Warranties: You represent and warrant that you have not been convicted of a crime involving dishonesty, moral turpitude, or violence to others. You acknowledge and agree that you are applying to become an Herbalife Distributor solely for the business opportunity and use of Herbalife® products and not for any other purpose.
- **4. Damages:** To the fullest extent allowed by applicable law, neither party shall be liable to the other for any incidental, consequential, special, exemplary or punitive damages under any legal or equitable theory, regardless of whether the possibility of such damages is known by either party.
- 5. Waiver and Delay: No failure, refusal or neglect of Herbalife to exercise any right, power or option under this Agreement with you or any other Distributor shall constitute a waiver of the provisions or a waiver by Herbalife of its rights at any time under the Agreement.
- 6. Severability: Except as otherwise provided in paragraph 2 of the Arbitration Agreement, if any provision in the Agreement is found to be invalid, illegal, or unenforceable in any respect, it shall be severed from the Agreement and have no effect on the remainder of the Agreement, which shall remain in full force and effect. Further, there shall be added automatically as part of the Agreement a provision as similar as possible to the severed provision that would be legal, valid, and enforceable.
- 7. Choice of Law: The Agreement, and any dispute arising from the relationship between you and Herbalife, shall be governed by California substantive law without the application of conflict of law principles, except that the interpretation and enforcement of the Arbitration Agreement shall be governed by federal law.
- 8. Indemnification: You will indemnify, defend and hold Herbalife harmless from any suit, action, demand, prosecution or claim, including all costs, liabilities and damages, relating to or arising from your breach of the Agreement or the conduct of your Herbalife Distributorship. Herbalife may, among other things, offset amounts you are owed to satisfy any obligations arising under this indemnity.
- 9. Claims Between Distributors: Herbalife shall not be liable to you for any cost, loss, damage, or expense suffered by you directly or indirectly as a result of any act, omission, representation, or statement by another Distributor.
- 10. Binding Terms: The Agreement shall be binding upon and inure to the benefit of the parties, their heirs and permitted successors in interest.
- 11. Privacy and Data Protection: Herbalife collects, uses, and shares personally identifiable information ("PII") of Distributors as set forth in the Rules and our Privacy Policy, located at http://www.herbalife.com/privacy-policy. We do so to fulfill our obligations under this Agreement and for the other purposes described in the privacy statements referenced. As a Distributor, some of your PII may be shared with other Distributors who are entitled to receive such information about persons within their downline.

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#### ARBITRATION AGREEMENT

- 1. Overview: Herbalife will try to resolve any dispute amicably and informally. However, if there is a dispute that cannot be resolved informally, you and Herbalife each agrees, subject to Sections 2 and 3 below, to resolve the dispute solely and exclusively by binding arbitration. Arbitration proceedings are designed to provide parties with a fair hearing that is faster and less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for limited discovery, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. The following provisions are referred to as the "Arbitration Agreement."
- 2. <u>Jury and Class Action Waiver</u>: You and Herbalife both waive the right to trial by jury. Also, any arbitration under the Agreement shall take place on an individual basis; class or representative actions shall not be permitted. If the foregoing provision is, for any reason, found to be unenforceable, then the Arbitration Agreement shall be null and void (but the Agreement shall remain in full force and effect).
- 3. Scope: You and Herbalife agree, with two exceptions, to arbitrate all disputes and claims between each other, including, without limitation, disputes or claims arising out of or relating to the Agreement, the Rules of Conduct, Sales & Marketing Plan decisions, relationships with other Distributors, and the purchase, sale or use of Herbalife® products, and regardless of whether the dispute or claim arose before your contractual relationship with Herbalife. The two exceptions are: (1) either party may sue in court to enjoin infringement or other misuse of intellectual property rights; and (2) you may bring an individual action for monetary damages (but no other relief) in small claims court where permitted by law.
- 4. Applicable Rules: The interpretation and enforcement of this Arbitration Agreement is governed by the Federal Arbitration Act. Any arbitration that is commenced pursuant to this Arbitration Agreement is governed by the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), except as modified herein, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Herbalife Notice Address, Office of the General Counsel, Herbalife International of America, Inc., 800 West Olympic Blvd., Suite 406, Los Angeles, CA 90015.
- 5. Commencing Arbitration: Forms and instructions for giving notice and commencing arbitration can be obtained at http://www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Herbalife Notice Address. If either you or Herbalife are sued in arbitration, they may assert any counterclaims they may have against the other party.
- 6. Arbitration Fees: For any arbitration initiated by you in accordance with the AAA Rules, Herbalife will pay all administration and arbitrator fees and will promptly reimburse you for any initial filing fee unless (i) you seek more than \$75,000 in damages, or (ii) the arbitrator finds that your claim or demand for relief is frivolous or was brought for an improper purpose under the standards of Federal Rule of Civil Procedure 11(b), in which case the payment of fees will instead be governed by the AAA Rules and you must reimburse Herbalife for any payments that would have been your obligation to pay under the AAA Rules.
- 7. Arbitration Procedure: All arbitration procedures, including, without limitation, representation by counsel, determinations of arbitrability, selecting and communicating with the arbitrator, discovery, confidentiality, pre-hearing conferences, and evidentiary hearings, will be governed by the AAA Rules.
  Note: As explained in the AAA Rules, the arbitrator shall determine the scope and enforceability of this Arbitration Agreement and the arbitrability of any disputes. Hearings will take place in the county (or parish) where you reside, unless the parties agree otherwise.
- 8. Arbitration Award: The arbitrator shall issue a written award in accordance with the AAA Rules, but may only award declaratory or injunctive relief in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Regardless of whether attorneys' fees and costs are recoverable by law, Herbalife will pay your reasonable attorneys' fees and costs if the arbitrator issues an award in your favor, unless Herbalife made a written settlement offer worth more than your award before an arbitrator was selected. Herbalife will be responsible for its own attorneys' fees and costs.
- 9. Amendments: No amendment or modification of the Agreement will apply to claims that have accrued or are otherwise known to Herbalife at the time of the amendment or modification.

#### **F** CANCELLATION

#### Important Notice Regarding Right of Cancellation

I, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

See the "Notice of Cancellation" form that follows for an explanation of this right. After the 3-day cancellation period provided in this Application and Agreement, I am still protected by Herbalife's refund policies.

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#### **IDENTIFICATION NUMBER**

The number above will be my Herbalife ID Number once this Application is accepted.

I hereby acknowledge that I have reviewed and understand this Herbalife Distributorship Application and Agarbitration agreement, and all of the documents defined above as "Materials," which are incorporated herein bound by all of them.	, ,
Applicant's Signature:	Month Day Year

#### Only complete if you intend to cancel this transaction.

#### NOTICE OF CANCELLATION

FEDERAL AND STATE LAW: Regulations require that we print the following Notice of Cancellation. The Herbalife Refund Policy provides
vou greater protection than the law requires.

Date of Transaction:	/	/	

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed copy of this Cancellation Notice or any other written notice, or send a telegram to:

Herbalife Inter P.O. Box 80210 Los Angeles, C								
NOT LATER THAN MIDNI								
I HEREBY CANCEL THIS	TRANSACTION:							
/ /								
Month Day Year	Buyer's Signature		Dist	ributors	hip ID			





Herbalife is a member of the Direct Selling Association (DSA) and has agreed to follow the DSA Code of Ethics.

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# What should I know about HERBALIFE Distributorship?

How can I participate?	As an Herbalife Independent Distributor, you can participate in three ways:  • You can buy products at a discount for your own or household use.  • You can sell products to make a retail profit.  • You can recruit others who want to consume or sell the products.  The majority of Distributors join simply to receive a discount on Herbalife products. As a result, nearly 86% of U.S. Distributorship (466,926) did not receive any earnings from Herbalife.							
How can I earn money?	<ul> <li>You can earn money by selling Herbalife products that you buy at a discount.</li> <li>You can earn money by sponsoring someone who either sells Herbalife products or purchases them at a discount for their own or household use.</li> <li>You cannot earn money simply for recruiting or sponsoring someone.</li> </ul>							
What should I know about the business opportunity?	<ul> <li>Distributors enjoy setting their own schedule and choosing how and when to work.</li> <li>Most people start their Herbalife business by selling part-time to their friends and family as a way to make a little extra money.</li> <li>Building a successful Herbalife business takes hard work and time.</li> <li>Like all businesses, some Distributors will succeed, while some will not.</li> <li>You have no required purchases other than the initial Distributorship kit also known as the International Business Pack (approximately \$95).</li> </ul>							
How much could I earn if I sell Herbalife products?	Distributors are eligible to buy Herbalife® products at a discount. Starting out, your discount is approximately 25%. The more you sell, the higher your discount, up to a maximum of 50%. For example the initial discount on Formula 1, Herbalife's best-selling product is shown below:    Suggested Retail price\$39.90							
In addition to retail earnings, how much could I earn from sales by Distributors I sponsor?	<ul> <li>The majority of Distributors join simply to receive a discount on Herbalife products.</li> <li>Last year, 14% of U.S. Herbalife Distributors (about 78,000) sponsored at least one person and earned from the sales of the Distributors they sponsored.</li> <li>In addition to any retail profit, of those who received earnings from Herbalife, approximately:  - 50% (about 39,000) made more than \$245 in earnings – and the other half made less.  - 10% (about 7,800) made more than \$4,350 in earnings.  - 1% (about 780) made more than \$82,000 in earnings. Last year, the people who moved into the top 1% spent between 3 to 35 years in the business, averaging 13 years.</li> </ul>							
What if it doesn't work for me?	<ul> <li>Within your first year of Distributorship, you can receive a full refund of your International Business Pack.</li> <li>If you have unopened products, you can return them within a year of the purchase date for a full refund and cancel your Distributorship. We even pay the return shipping costs.</li> <li>Please contact 866-866-4744 for more information.</li> </ul>							

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