

PREFERRED CUSTOMER APPLICATION AND AGREEMENT

Terms and Conditions

1. Prior Associateship or Participation: If the PC or the PC's spouse owned or participated in an Herbalife Nutrition Associateship or an Herbalife Nutrition Preferred Customer Program, please provide the information requested.

2. Preferred Customer ("PC") must be at least 18 years of age with a mailing address at a residence in India and must complete this Preferred Customer Application (Application) and submit to Herbalife International India Private Limited ("Herbalife Nutrition") using the mailing address provided.

3. A PC may be registered with Herbalife International India Private Limited for Preferred Customer program only after an existing Associate of Herbalife Nutrition sponsors him/her.

4. Limitations: The Herbalife Nutrition products purchased under the Program are for the PC's and PC's household's personal consumption. The PC acknowledges that he/she will not: 1) sell Herbalife Nutrition products or services (this obligation continues, even after the Herbalife Nutrition Preferred Customer status is terminated); (2) recruit or sponsor others to be Independent Herbalife Nutrition Associates or Preferred Customers; or (3) be entitled to receive compensation of any kind under the Herbalife Nutrition Sales and Marketing Plan. Reselling Herbalife Nutrition products or recruiting or sponsoring activities may result in the termination of the PC's Preferred Customer status. If the PC ever wishes to sell Herbalife Nutrition products and build an Herbalife Nutrition business, the PC shall contact his/her Sponsor or call Herbalife Nutrition at 1800-102-2444 for information on how to convert a PC status to Independent Herbalife Nutrition Associate under the PC's current Sponsor.

5. The relationship between Herbalife Nutrition and the PC shall be solely that of a seller and Purchaser-consumer and, for the avoidance of doubt, not that of an agent and principal in any manner.

6. All sales by Herbalife Nutrition of its products to the PC shall be on terms and conditions as stipulated herein and shall be subject to other terms and conditions as may be specified in Herbalife Nutrition's official purchase order forms, in any electronic form, as may be amended from time to time at Herbalife Nutrition's sole discretion without any prior notice to PC. Herbalife Nutrition at its sole discretion may permit the PC to have access to specified/ designated websites only and the PC acknowledges that such access shall not be his/her right under any circumstances.

7. PC shall make complete payment for the purchase of products prior to the dispatch/pick-up of the goods, as prescribed by Herbalife Nutrition. PC is eligible for discounted price of the products offered by Herbalife Nutrition, as decided solely by Herbalife Nutrition from time to time.

8. All statutory taxes and levies shall be collected by Herbalife Nutrition from the PC and remitted as per applicable laws from time to time without prior intimation.

9. If the PC fails to pick up the products within 72 hours of such notice for pick up, Herbalife Nutrition shall be entitled to ship the products on "to pay" basis to the current address in Herbalife Nutrition records. On non-receipt of the products by the PC Herbalife Nutrition shall be entitled to dispose the goods/ products on the sole account and risk of the PC in all respects without any further notice to the Preferred Customer and without any liability.

10. Herbalife Nutrition wants its customers to be 100% satisfied with their purchases. If, for any reason, the PC is not completely satisfied with any Herbalife Nutrition product he/she purchased from either Herbalife Nutrition or an Independent Herbalife Nutrition Associate, he/she may return it within 30 days of delivery for a refund of the purchase price or a product exchange. The PC may request a refund by calling us on 1800-102-2444, or by following the instructions on in.MyHerbalife.com. If he/she purchased the product from an Independent Herbalife Nutrition Associate, he/she may also contact the Associate to request a refund or exchange.

11. PC shall not be entitled to advertise the products and/or the business of Herbalife Nutrition nor use of any of the intellectual property of Herbalife Nutrition in any manner whatsoever. However, PC may use/wear Herbalife Nutrition branded materials.

12. In the event a PC wishes to become an Associate of Herbalife Nutrition, they may do so by complying with all the requirements such as by filling in and submitting an application form for Associateship, prior to the commencement of such business operations. In that event, ID number allotted to Preferred Customer status may also remain valid for the status of Associateship, as may be decided by Herbalife Nutrition in its sole discretion provided that the PC after becoming an Associate shall comply with all laws applicable as amended from time to time for his/ her business. Herbalife Nutrition shall neither be responsible nor liable for any non- compliance of laws by him/her.

13. Relationship with PC's Sponsor: The Herbalife Nutrition Independent Associate who enrolled the PC to the Preferred Customer program is the PC's Sponsor.

In the event that the PC or the PC's spouse decide to submit an Herbalife Nutrition Associateship Application while enrolled as a Preferred Customer, the PC's current Sponsor will remain the Sponsor for the PC's or the PC's spouse's Herbalife Nutrition Associateship.

If the PC or the PC's spouse decide to become an Herbalife Nutrition Independent Associate or Preferred Customer under another Sponsor, the PC and the PC's spouse must observe a waiting period ("Period of Inactivity") prior to signing a new Agreement. If the PC or the PC's spouse perform any activity during the Period of Inactivity, the Period of inactivity will restart. The new starting date for the Period of Activity will be the day after such activity has taken place. See https://hrbl.me/POI_en-IN.

Period of Inactivity for Preferred Customers (not applicable to Associates who convert to Preferred Customer): Preferred Customers may submit an Herbalife Nutrition Associateship or Preferred Customership Agreement under a new Sponsor after 180 consecutive days of no activity (starting from the date of the original application, last renewal, or last order whichever is later). This is allowable on a rolling basis while enrolled as a Preferred Customer.

Period of Inactivity for Associates who convert to Preferred Customer and want to change their Sponsor: Associates who convert to Preferred Customer and want to change Sponsors must fulfill the Preferred Customer waiting period of 180 consecutive days of inactivity (starting from the date of the original application, last renewal, or last order whichever is later), as well as the waiting period applicable to the Associateship level at the time of their conversion to Preferred Customer, prior to signing a new Agreement. These waiting periods may run concurrently, but the later of the two must be fulfilled.

Should the PC or the PC's spouse enroll as a Herbalife Nutrition Associate under another Sponsor without complying with the Period of Inactivity, Herbalife Nutrition may terminate the Associateship, place it under the original Sponsor (along with any future downline), or take any other action it deems appropriate in its sole discretion.

Activities prohibited during the Period of Inactivity include but are not limited to being involved in the Herbalife Nutrition business in any way, purchasing products utilizing the discount offered through the Preferred Customer Program, referring others to the Preferred Customer Program through the Referral Program (where applicable), engaging in prohibitions per limitations stated in Clause 4: Limitations of this Application.

Note: Visiting a Nutrition Club as a customer is not considered activity.

14. In the event this agreement is terminated, the PC and their spouse may apply for a Preferred Customer Program under a different sponsor only after a lapse of the Period of Inactivity as reflected in Clause 13: Relationship with your Sponsor from the date of termination.

15. Force Majeure: Neither party hereto shall be liable to the other if and to the extent that the performance or delay in performance of any of its obligations under this agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such party, including but not limited to Government legislations/regulations, fire, floods explosions, epidemics, accidents, acts of nature, wars, riots, strikes, lockouts or other concerned act of workmen and such other events. The party claiming an event of force majeure shall promptly notify the other party in writing and provide full particulars of the cause or event and the date of the first occurrence thereof, as soon as possible after the event and also keep the other party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the parties shall resume performance hereunder.

16. Upon Herbalife Nutrition receiving a written request from the PC to cancel the Preferred Customer status such PC and their spouse shall not be entitled to the benefits under this Program.

17. The PC is hereby advised that his/her personally-identifiable information (the "Personal Information") will be used to correspond with him/her for a variety of purposes, such as communications that provide the opportunity to continue the term as a PC, to respond to requests or to provide the PC with information that Herbalife Nutrition may consider to be of interest to the PC (the "Purposes"). The information will be held securely and confidentially and for as long as is necessary for the Purposes. The Personal Information of the PC will be shared with Herbalife Nutrition's related or affiliated companies, including Herbalife Nutrition companies located outside of India which will ensure the same level of security and confidentiality.

18. The PC agrees that he/she shall not disclose, lend, divulge or otherwise permit any other party to use his/her login ID or password for any purpose whatsoever, including, but not limited to, the purchase of products from Herbalife Nutrition.

19. Herbalife Nutrition reserves the right to reject the Preferred Customer application at its sole discretion. In case of misuse of the Preferred Customer status, Herbalife Nutrition reserves the right to cancel a Preferred Customer registration in the Program and terminate this Agreement.

20. The PC may terminate this agreement at any time by giving a prior written notice of Thirty (30) days to Herbalife. In the event that the PC is appointed as an Independent Herbalife Nutrition Associate, this Agreement shall terminate automatically, with immediate effect. Herbalife Nutrition may at any time terminate this Agreement forthwith with cause due to any legal or regulatory requirements by giving a written notice to the PC. In the event Herbalife Nutrition terminates this Agreement for such cause, PC shall not be entitled to re-register for Preferred Customer program.

21. No Assignment: This agreement is entered into on a personal basis, and neither this agreement nor any of the rights or obligations of the PC arising hereunder may be assigned or transferred without the prior written consent of Herbalife Nutrition.

22. The PC hereby specifically agrees that Herbalife Nutrition shall at its sole discretion may change, modify, add, delete, substitute and amend any of the terms and conditions of this Agreement, Declaration and Undertaking, in any manner whatsoever, at any time, without prior notice to the PC.

23. Severability: If any provision of these Terms and Conditions is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

24. Arbitration: Herbalife Nutrition tries to resolve any dispute amicably and informally. However, if there is a dispute arising from this Agreement or the sale or use of Herbalife Nutrition products that cannot be resolved informally, the PC and Herbalife Nutrition agree to resolve the dispute by binding arbitration rather than in court. All disputes, differences and/or claims arising from this Agreement or as to the construction, meaning or effect hereof or as to the rights and liabilities of the parties shall be settled by arbitration to be held in Bengaluru, India, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on all parties concerned.

25. Governing Law & Jurisdiction: This agreement and all questions relating to its interpretation shall be governed by and construed in accordance with the laws of the Republic of India. This agreement and all transactions between Herbalife International India Private Limited and the PC hereunder, including pursuant to this Preferred Customer Program, are subject to the exclusive jurisdiction of the Courts at Bengaluru, India.

26. PRIVACY NOTICE: By signing this form I acknowledge and consent that Herbalife International India Private Limited ("Herbalife") will collect and process my personal data, including sensitive personal data, provided in this form for the purposes of fulfilling its legal and contractual requirements, processing my request, and other business purposes in accordance with applicable data protection laws and the Herbalife privacy policy (available at <https://www.herbalife.co.in/privacy-policy>).

I have read and understood the privacy policy and understand that Herbalife Nutrition will retain my personal data for as long as necessary for the purposes for which it was collected, or as long as required by law. I consent that Herbalife Nutrition may share my data with Herbalife International of America Inc. and its affiliates, subsidiaries, related parties, or Associates. I understand that some of my personal information may be shared with Herbalife Nutrition Associates who are entitled to receive it including without limitation as part of Lineage Reports, which contain information (such as name, email, primary phone, birthdate, country, level) on Preferred Customers in an Independent Associate's downline. Herbalife Nutrition may also share my data with third parties pursuant to the Privacy Policy. I consent that my personal data may be transferred or shared outside of India and that Herbalife Nutrition has put in place mechanisms to reasonably ensure that my personal data shared with Herbalife Nutrition subsidiaries outside of India are secure at all times and processed in accordance with the laws in India. I understand that I have various rights in respect to my personal data collected by Herbalife Nutrition, such as a right to request access to my personal data, to amend or update inaccurate or incomplete personal information and request that Herbalife Nutrition no longer use my personal data. I may email privacy@herbalife.com or call Associate Services at 91 80 403 11444 to make such a request. I understand that these rights are subject to limitations set out in applicable law.