



HERBALIFE ONE USER AGREEMENT

Please read this User Agreement before using Herbalife's Distributor e-commerce platform ("Herbalife One"). **THIS USER AGREEMENT REQUIRES YOU TO ARBITRATE ANY DISPUTES YOU HAVE WITH US AND YOU WAIVE THE ABILITY TO BRING CLAIMS AGAINST US IN A CLASS ACTION OR REPRESENTATIVE FORMAT.** If you agree to all the terms, simply accept and click "proceed" to complete your site setup on the Herbalife One platform.

This User Agreement, including Herbalife's [Terms of Use](#), [Privacy Policy](#), and all the terms and conditions set forth in this screen, is an agreement (the "Agreement") between Herbalife (U.K.) Limited, a company incorporated in England and Wales under number 01710199 ("Herbalife," the "Company", "we", "our" or "us") and you ("you" or "your"). The Agreement sets forth the legal terms and conditions governing your use of Herbalife One as it is provided generally from time to time by Herbalife to you through www.herbalife.com or such other web location as may be identified to you from time to time by Herbalife.

You acknowledge that any or all of Herbalife One may be provided by third parties (including, but not limited to, Salesforce.com, Inc.) on behalf of Herbalife. You agree that any third-party provider of Herbalife One shall be an express beneficiary of all relevant provisions of this Agreement and entitled to directly enforce such provisions.

You are reminded that if you have entered into your Herbalife Distributor Agreement not less than 7 days prior to the date upon which you are entering into this User Agreement then in accordance with Rule 1.1.1 of the Rules of Conduct you may not pay or commit to pay in excess of £200 within the first 7 days from the date of your Distributor Agreement and this includes the purchase of products in relation to the operation of your Herbalife One platform.

I. MODIFICATIONS

1. We reserve the right at any time to:
 - a. enhance, add to, modify or discontinue Herbalife One or any portion thereof at any time without advance notice in our sole discretion and without notice;
 - b. temporarily suspend or permanently terminate your access to Herbalife One at any time with or without giving prior notice, for any reason or no reason; and
 - c. modify, update, add to, discontinue, remove, revise or otherwise change any portion of this Agreement, in whole or in part, at any time.
2. During the period of any suspension of Herbalife One, and from and after any termination of Herbalife One or this Agreement, you understand that you shall have no access to information in or functionality of Herbalife One, except as otherwise permitted by Herbalife in its sole discretion. No termination of this Agreement will relieve you of any liability that arose before such termination.

3. If we make changes to this Agreement that we consider material (including any change in your financial obligations), we will notify you by email (sent to the e-mail address associated with your membership account) or by means of a notice on Herbalife One prior to the change becoming effective (and you will receive at least 60 days' notice of any change in your financial obligations). Any such changes will not apply to any claim brought prior to the effective date of the revised Agreement incorporating such changes. We encourage you to periodically review the most current version of this Agreement which will be available on www.herbalife.com and you agree that your continued use of Herbalife One after notification to you in accordance with the above shall constitute your acceptance of the new version of the Agreement available on www.herbalife.com which will supersede all previous versions of this Agreement.

II. USE OF HERBALIFE ONE AND YOUR COMPLIANCE OBLIGATIONS

1. You understand that your use is subject to Herbalife's acceptance of your application. If Herbalife accepts your use, it will use commercially reasonable efforts to commence providing Herbalife One to you reasonably promptly thereafter.
2. YOU UNDERSTAND THAT THIS AGREEMENT IS WITH HERBALIFE (U.K.) LIMITED, A U.K. COMPANY, BUT THAT HERBALIFE ONE IS A U.S.-BASED WEBSITE. YOU FURTHER UNDERSTAND THAT, IN ACCORDANCE WITH SECTION VII OF THIS AGREEMENT, THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA IN THE UNITED STATES. TO THE EXTENT LAWS OUTSIDE THE UNITED STATES APPLY TO YOUR USE OF HERBALIFE ONE, YOU UNDERSTAND THAT YOU ARE RESPONSIBLE FOR COMPLYING WITH THOSE LAWS.
3. Your use of Herbalife One does not change your legal relationship as a Herbalife Independent Distributor ("Distributor" or "Herbalife Distributor"). In particular:
 - a. You are responsible for paying Herbalife for all costs of products you order, including Herbalife's Distributor prices to you and costs of shipping (whether to you or to customers you designate), whether or not the end customer pays you.
 - b. Herbalife One is designed only to collect and forward customer order information to you, which you may accept or reject as you see fit. It is your sole responsibility to respond to orders, to collect any amounts due to you from customers, to maintain your own books and records of all transactions and communications with your downline Distributors and Preferred Customers, customers, and prospects/leads (collectively, "Contacts"), and to maintain protection against destruction of or tampering with your data or data made available to you. Herbalife does not undertake to maintain, or provide backup and recovery of, any data.
 - c. You are solely responsible for determining, charging and paying to the appropriate taxing authorities any applicable sales or other taxes in respect of your sales to customers. In the event that you pay or have paid sales tax to Herbalife in respect of your purchase of products, you are solely responsible for securing any credits against sales taxes due to applicable taxing agencies. Herbalife has made no representation to you as to any aspect of sales or other taxes or the availability in any jurisdiction of credits for taxes paid against taxes due.
4. Nothing in this Agreement restricts you from selling Herbalife products by any other permissible

means in accordance with the Distributor Rules of Conduct. If you wish to adopt promotional programs or to offer discounts, you may do so. You understand that the online ordering functionality included in Herbalife One quotes Herbalife's suggested customer price for all products

5. You understand that you continue to be bound by all of your existing agreements with Herbalife (including the Distributorship Agreement), and that you must continue to comply with such agreements including with all of Herbalife's rules, regulations, policies and procedures forming part of the Distributor Agreement ("Rules of Conduct") as amended from time to time. This Agreement sets forth obligations specific to Herbalife One that are in addition to such existing agreements including the Rules of Conduct.
6. At your expense, you agree to comply with all applicable laws, rules, and regulations regarding your use of Herbalife One, your activities related to this Agreement, and your fulfillment of orders received through your use of Herbalife One and the operation of your Web properties (as defined at V below), including, without limitation, international, national, autonomous region, and local laws governing supplement and foodstuffs distributors and distributor-consumer transactions and advertising, electronic communications and solicitations, and telemarketing. You will not use Herbalife One in a manner that violates any law or regulation. You understand that you are solely responsible for ensuring legal compliance in connection with the use of Herbalife One by you or any third party acting on your behalf.
7. You will not use Herbalife One to display, store, process or transmit, or permit use of Herbalife One to display, store, process or transmit: (i) material that infringes or misappropriates a third party's intellectual property or proprietary rights; (ii) hate-related or violent material, and/or material advocating discrimination against individuals or groups; (iii) threatening, abusive, obscene, pornographic, profane material or otherwise objectionable material; (iv) material advocating or advancing criminal hacking, cracking, or phishing; (v) material related to illegal drugs or paraphernalia; (vi) libelous, defamatory, or malicious material; (vii) unlawful software code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious files, scripts, agents or programs; (viii) deceptive, misleading, and/or fraudulent material; or (ix) material that violates, encourages or furthers conduct that would violate any applicable laws or third-party rights, including publicity or privacy rights, or otherwise give rise to civil liability.
8. You may terminate your use of Herbalife One by calling Member Services at 0203 535 0908. In the event you so notify Herbalife of such termination, Herbalife shall use commercially reasonable efforts to cause your web page(s) provided through Herbalife One to be inaccessible to potential customers after the effective date of such termination.
9. Your ability to use Herbalife One shall terminate automatically and without prior notice upon the termination or deletion of your Herbalife Distributor Agreement.
10. Your obligations under this Agreement shall survive any termination of Herbalife One or your access to it.
11. Your use of Herbalife One is as an independent Herbalife Distributor for business purposes and not as a consumer and accordingly neither the terms of this Agreement nor your use of Herbalife One are subject to any laws which are only applicable to a business-to-consumer (B2C) relationship.

III. DATA PRIVACY AND COMMUNICATION SERVICES

1. As an Herbalife Distributor, you are solely responsible for the lawfulness of the Personal Data processing you carry out relating to your Contacts. In particular, you are responsible for safeguarding the confidentiality of nonpublic Personal Data of your Contacts in your possession or control, including but not limited to names, addresses, contact details, and the like, that are transmitted to you through, or otherwise inputted into, Herbalife One (“Personal Data”). You understand that you have independent responsibilities for complying with international, national, federal, state, autonomous region and local laws and regulations relating to the protection, use and disclosure of business and consumer information provided to you by your Contacts, whether through Herbalife One or otherwise.
2. You understand that Herbalife will have access to all information regarding your Contacts and any customer orders placed through, or inputted into, Herbalife One, and Herbalife will be entitled to use such information in its sole discretion.
3. To the extent you receive Personal Data from Herbalife through Herbalife One or otherwise, you agree to use all such Personal Data in compliance with all applicable laws, such as the California Consumer Privacy Act (CCPA) and the European Union’s General Data Protection Regulation (GDPR), and Herbalife’s privacy policies and Rules of Conduct. You may not use any Personal Data received from Herbalife for any purpose other than to develop your business relationship with your Contacts, unless you have received consent from that individual to use his or her Personal Data for other purposes. You will hold all Personal Data in strict confidence.
4. You acknowledge that you have read and understand the [Distributor Privacy Policy](#), which sets out the types of Personal Data that you, as an Independent Herbalife Distributor, may collect about your Contacts through your customer-facing website(s) (including your Herbalife One site) and application(s), the purposes for which you use that Personal Data and how you share that Personal Data with Herbalife. As an Independent Herbalife Distributor, you are solely responsible for the lawfulness of the Personal Data processing you carry out relating to your Contacts and you must provide notice to your Contacts about your processing of their Personal Data. You agree with your obligations set forth in the [Distributor Privacy Policy](#) and understand that Distributor Privacy Policy will be posted on your Herbalife One personalized website so you can provide notice to your Contacts. If you transfer personal data of your Contacts from the EU/UK to Herbalife in the U.S., the Data Transfer Schedule to this User Agreement shall apply to such transfer.
5. You will use any communications features provided in connection with Herbalife One (“Communications Services”) and the Personal Data submitted into or received through the Herbalife One platform in compliance with all applicable laws and regulations, such as Section 5 of the FTC Act (15 U.S.C. Section 45), the CAN-SPAM Act (15 U.S.C. Sections 7701-7713), the Telemarketing Consumer Fraud and Abuse Prevention Act (15 U.S.C. Sections 1601-1608), the Federal Trade Commission Telemarketing Sales Rule (16 C.F.R. 310.1, et seq.), the Federal Communications Commission telemarketing regulations (47 C.F.R. 64.1200 et seq.), the European Union’s ePrivacy Directive, and any other applicable anti-spam, telemarketing or telephone consumer protection laws or regulations), Herbalife’s Rules of Conduct, and the terms of this

Agreement.

6. You represent that you have provided all notices and have obtained all consents necessary for the Personal Data that you submit into the Herbalife One platform, consistent with the [Distributor Privacy Policy](#). For example, you may need to obtain consent for any health-related information (such as height, weight and fitness challenges) that you have collected from individuals to make product recommendations, monitor progress and provide advice. You will also need to obtain consent for the use of contact information (such as email and telephone number) that you use to contact your Contacts through the platform in connection with the marketing of Herbalife products and services.
7. **You certify that you will comply with the Herbalife [Anti-Spam Policy](#). You agree that you will only use the Communications Services to send communications (including marketing communications) to Contacts who have directly consented (opted-in) to receive email from you in accordance. Additionally, you agree that you will not use the Communications Services to send spam or unsolicited email. Furthermore, you agree that you will not use the Communications Services to send communications to Contacts who have requested not to receive communications from you (opted-out), and you will inform Herbalife if someone has opted-out of your communications through an alternative channel.**
8. Herbalife retains the right to verify your compliance with these Data Privacy requirements and you agree to provide proof of notice, consent, and other compliance measures upon our request.
9. You certify that you will not use email lists that have been rented, purchased, or harvested lists; email append lists; or any other list that contains email addresses captured by any method other than opt-in.
10. You will not submit any “Sensitive Personal Information” into the Herbalife One platform. Sensitive Personal Information means: (i) a government-issued identification number of any kind, such as a social security number or driver’s license number (ii) any information regarding an individual’s medical history, mental or physical condition [\(except in connection with Herbalife Wellness Profiles or other Herbalife tools where the information is necessary for purposes of providing the services\)](#), biometric data, genetic data, or medical treatment or diagnosis by a health care professional; (iii) an individual’s health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual’s application and claims history, including any appeals records; and (iv) financial account number or credit or debit card number in combination with any security code, access code, or password that would permit access to an individual’s financial account.
11. You will not sell any Personal Data received through or inputted into the Herbalife One platform, nor are you receiving Personal Data as part of a sale. For the purposes of this paragraph, “sell” shall have the meaning as set forth in the California Privacy Act (CCPA), Cal. Civil Code § 1798.140(t).
12. [If you become aware](#) of any (including suspected) accidental or unauthorized access to the Personal Data, or another form of data or security breaches relating to Personal Data exchange

or kept in Herbalife One or the related services, you will inform [Herbalife](#) as soon as reasonably possible, from the moment of detection of the problem.

13. [You](#) will cooperate and act in a proactive manner whenever this is required to allow [Herbalife](#) to comply with its obligations under data protection law, including to respond within a reasonable time to data protection related inquiries from your contacts and/or the competent regulator. If you are in breach of your obligations under this Agreement, Herbalife may suspend or block your access to Herbalife One and related services until the breach is remedied.
14. **You acknowledge that your Personal Data, including your name, online store name, and phone number, will be made publicly available on Herbalife One and other Herbalife platforms to facilitate your Herbalife business, including customer access to your Herbalife One site.**
15. Herbalife will provide certain of your Personal Data, and those of your Contacts, to third parties to support the functionality of the Herbalife One site and the Communication Services. You hereby consent to such transfer of your data, and you agree to secure all necessary consents of your Contacts to such data transfer, consistent with the [Distributor Privacy Policy](#).
Should you or any Contact not consent or remove their consent, you will inform Herbalife so that it can make arrangements to restrict the transfer of such Personal Data. You may inform Herbalife by contacting: Member Services at 0203 535 0908 or contact us at: 800 West Olympic Blvd., Suite 406, Los Angeles, CA 90015 or privacy@herbalife.com. You understand and agree that you will be liable for any breach of this representation and will fully indemnify Herbalife for any breach of any data privacy laws related to the transfer to third parties of your Contacts' Personal Data.

IV. MERCHANT OF RECORD "MOR"

1. You have the following options when selling through Herbalife One:
2. Under both options, all orders are delivered automatically by Herbalife to the customer from the Herbalife warehouse
 - a. **Distributor as MOR (PayPal Payments).** To exercise this option, you will need to change the default settings by visiting the Payment Settings section and changing the settings to "PayPal Payments". Under this option you are the MOR (Merchant of Record) i.e. the legal seller of Herbalife products to customers. Consequently, you are responsible for matters such as processing payments, handling sales taxes, and dealing with complaints, returns, refunds and chargebacks. Under this model you may use PayPal for handling payments. PayPal integrates into your Herbalife One site and allows you to accept payments for internet sales to your customers. PayPal enables you to split the sales proceeds between you, as an Independent Herbalife Distributor, and Herbalife. This means that when a customer places and pays for an order on your Herbalife One site, PayPal will credit your Business Account with the difference between the retail price to your customer and your wholesale price at which you purchased from Herbalife and will credit Herbalife's PayPal Account with the remainder of the funds. You will be responsible for any processing fees of PayPal and for taxes and shipping costs. In order for PayPal to provide you with this service, you must already have a PayPal Business Account. In addition, you have to authorize PayPal to process and transfer payments from your PayPal Account to Herbalife's PayPal Account as described above, subject to your User Agreement with PayPal.

If you do not have a PayPal Business Account or do not wish to set one up, you can opt to

have Herbalife handle the payments for you by choosing the option below.

- b. **Herbalife as MOR (Herbalife Payments).** You may, instead of a. above, for your administrative convenience, exercise the option of appointing Herbalife to handle all payments as well as all legal obligations and liabilities in connection with sales to customers visiting your Herbalife One site. This is the default setting which states Herbalife Payments. This can be changed at any time by visiting the Payment Settings section.

Where this setting is selected, Herbalife will act as MOR and the following terms will apply in relation to customer orders placed via your Herbalife One site. Herbalife, not yourself, will be the legal seller of the products to the customer. As the legal seller, Herbalife will be responsible for handling the sale and will be named on invoices and other relevant documentation as the seller. Therefore, the terms of Clause II.3 above will not apply where you appoint Herbalife as MOR.

Herbalife will be responsible for matters such as processing payments and determining, handling and paying to the appropriate taxation authorities any applicable sales or other taxes in respect of sales to customers.

In relation to sales Herbalife makes to customers of your Herbalife One site, Herbalife will pay you a sum equating to the difference between the wholesale price at which you would have been eligible to purchase the Herbalife products from Herbalife [at the date of the sale by Herbalife to the customer] and the retail price at which Herbalife sells the products to the customer less all fees and costs incurred by Herbalife in connection with the sale (including but not limited to payment processing fees and shipping costs) and applicable taxes (your "Retail Profit"). If required to by law, Herbalife will withhold any required sales taxes from the Retail Profit payable to you.

Self-billing: You hereby consent by entering into this Agreement to Herbalife raising invoices on your behalf to Herbalife in respect of your Retail Profit for sales to customers where you have selected Herbalife Payments. Such consent shall be valid for the duration of this Agreement and you agree to accept each self-billed invoice created by Herbalife for your Retail Profit. Payments to you of your Retail Profit will be paid weekly on every Wednesday on eligible orders received up to and including Friday of the previous week through your registered bank account. You agree that Herbalife may make use of third party companies to process payments and disburse funds to you.

All orders will be delivered to the customer by Herbalife.

Where this option is selected, Herbalife will bear the legal responsibility towards customers for all returns, refund requests, disputes, complaints and chargeback requests. You agree that you will provide all possible support, information and assistance where requested by Herbalife to do so or where it is obvious that your involvement would be beneficial in maintaining good customer relations or resolving issues quickly. Where a customer directs a dispute, complaint, return, refund or chargeback request to you, you will direct them to Herbalife and/or forward information about the issue to Herbalife yourself promptly.

You warrant that you will provide any additional ongoing customer support and after-sales support in respect of the products to customers to whom Herbalife has sold products as MOR. Further, nothing herein shall affect your obligation to provide Distributor Difference to customers placing orders through your Herbalife One site nor undermine your customer relationship with them.

You acknowledge and agree that you shall not issue any invoice nor make any demand for payment to any customer where Herbalife acts as MOR on any sale for you. **You also acknowledge that Herbalife may in its absolute discretion and without liability to you elect not to fulfil any orders it receives from customers of your Site, including but not limited to orders it considers unprofitable.**

All refunds will be issued by Herbalife. **If Herbalife is required to refund a customer (including through chargebacks), Herbalife is entitled to receive from you the amount of the Retail Profit received by you in respect of the sale to the relevant customer in relation to the transaction. Herbalife may also at its option exercise a right of set off in respect of such amounts against sums owed by it to you** including by collecting the relevant amount from your future Retail Profits. Herbalife reserves the right to suspend your access to Herbalife One until any deficit is paid by you. Without prejudice to the above, you agree to indemnify and hold Herbalife harmless against all such amounts referred to in this paragraph.

You further agree to indemnify and hold Herbalife harmless against any liabilities, losses, damages, costs and expenses, when acting as MOR for you to the extent such loss was caused by your acts or omissions.

Currently, if you choose the option of Herbalife acting as MOR (Herbalife Payments), we will not charge you a fee for providing this service ("MOR Fee"). However, Herbalife reserves the right to introduce an MOR Fee in the future. If we decide to do so, we will first give you 60 days prior written notice by email (sent to the email address associated with your membership account). If, upon receipt of such notice, you do not wish to pay an MOR Fee, you may either switch your Payment Settings to Pay Pal Payments meaning you will be the MOR and legal seller going forward, or you may terminate your use of Herbalife One in accordance with clause II. 8 above. Your continued use of Herbalife One after the 60 days notice period without doing either of the above shall amount to your acceptance of the MOR Fee.

Either party may terminate the provision of services by Herbalife to you as MOR on 30 days' prior written notice without liability. Payment settings can also be changed by you at any time by visiting the Payment Settings section and changing to PayPal Payments.

V. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

1. As between Herbalife and you, Herbalife, its licensors, and/or its service providers retain all right, title, and ownership in and to all of their respective trademarks and logos, all software and technology supporting or involved in providing Herbalife One, Herbalife's Confidential Information (as defined below), and all worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights, whether now known or hereafter recognized in any jurisdiction, related thereto (collectively, "Intellectual Property Rights"). Herbalife is only delivering services to you under this Agreement and, save as expressly provided in Section V.2, has not granted you any licenses, express or implied, with respect to any software or other subject matter. Any rights not expressly granted to you under this Agreement are reserved by Herbalife, its licensors and service providers, as applicable.
2. Herbalife may from time to time during the term of this Agreement disclose to you certain Confidential Information. "Confidential Information" means information designated as

confidential or which ought to be considered as confidential from its nature or the circumstances surrounding its disclosure, including, without limiting the generality of the foregoing, data, any source code embedded in Herbalife One, scripts, plug-ins, applets or similar features that may be made available to you from time to time, and information regarding Herbalife's or its service providers' and licensors' policies, strategies, operations, finances, plans, customers and suppliers, software and services.

3. You will not use any Confidential Information for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information only to those persons who have a need to know such Confidential Information for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than your duty hereunder. You will protect Herbalife's Confidential Information from unauthorized use, access, or disclosure in the same manner as you protect your own confidential or proprietary information of a similar nature, and with no less than reasonable care. Any disclosure by your affiliates, directors, officers, employees, agents, or contractors shall be deemed to be disclosure by you, and you shall be liable therefor as if you had disclosed the Confidential Information.

Your obligations under the preceding section with respect to any Confidential Information will terminate if such information: (a) was already known to you at the time of disclosure by Herbalife; (b) is disclosed to you by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of yours has become, generally available to the public; or (d) is independently developed by you without access to, or use of, Confidential Information. In addition, you will be allowed to disclose Confidential Information to the extent that such disclosure is: (i) necessary for you to enforce your rights under this Agreement in connection with a legal proceeding or to defend from such a proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body. In the latter case, you will use your best efforts to: (x) protect against public disclosure by the judicial or administrative body or applicable litigant; and (y) notify Herbalife of the potential disclosure on a sufficiently timely basis so as to permit Herbalife to take action to protect against further disclosure.

4. At Herbalife's request, you shall unconditionally return to Herbalife all Confidential Information in your possession not needed to make use of Herbalife One. Upon termination of your use of Herbalife One, you shall unconditionally return to Herbalife or destroy all Confidential Information relating to Herbalife One.
5. You will not: (i) distribute, sublicense, lease, rent, loan, or otherwise transfer or provide access to Herbalife One or any software or technology used to provide Herbalife One; or (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for any such software. You will not remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Herbalife or its licensors or their respective service providers on or within any web pages or other materials provided as part of Herbalife One.

VI. YOUR DISTRIBUTOR WEB PROPERTY

1. The Distributor websites platform (the "Platform") is a set of services and technology applications that allows Herbalife Independent Distributors to create their own online web properties (each, a "Web Property") utilizing Herbalife's technology. If you create a Web Property, it is your Web Property, and as a Web Property creator, you understand that you are responsible for managing it in compliance with this Agreement and Herbalife's [Terms of Use](#). As between Herbalife and

yourself, you understand that you are responsible for the content that you tailor for your Web Property, the statements you make on your Web Property, the information you collect on your Web Property, the actions or conduct of your customers or other persons who use your Web Property, and Herbalife does not assume or accept any responsibility for the activity that occurs on your Web Property.

2. During the term of your Herbalife One use and subject to the terms and conditions of this Agreement and Herbalife's [Terms of Use](#), Herbalife hereby grants you a limited, non-exclusive, non-sublicensable, non-transferable, royalty-free, revocable license to access and use the "Platform Tools" (as defined herein) solely to enable your use and creation of a Web Property on the Platform. For clarification and the removal of doubt, aside from the license granted in this paragraph, you acknowledge that you shall acquire no rights in or to the Platform and/or the Platform Tools. For purposes of this Agreement, "Platform Tools" shall mean past, present and future hardware, products, processes, source and object code, algorithms, user interfaces, know-how, techniques, organization, designs, text, images, photographs, illustrations, audio or visual material, artwork, graphic material, themes, podcasts, advertising copy, databases, proprietary information, all copyrightable or otherwise legally protectable elements of the Platform and all other tangible or intangible materials related to, displayed, performed or distributed on the Platform. You agree that as between you and Herbalife, all intellectual property rights in and to the Platform and the Platform Tools and any derivative works or enhancements thereof are owned by Herbalife or its licensors. Any rights not expressly granted by Herbalife herein are reserved to Herbalife.
3. If, during the course of your application to enter into this Agreement or setting up your account or online presence on Herbalife One or subsequently as a Web Property creator in creating or designing your Web Property, you upload or otherwise use any content, materials or data including but not limited to, your stories, articles, opinions, personal information, other text, source and object code, directories, guides, photographs, illustrations, images, video and audio clips and advertising copy, as well as any trademarks, copyrights, logos, domain names, code, tradenames, service marks, patents and any and all copyrightable material (collectively, the "Distributor Material"), the following provisions will apply to you:
 - a. As between you and Herbalife, you shall own all right, title and interest in and to any Distributor Material; provide, however, that in no event shall the term Distributor Material include any Platform Tools.
 - b. You hereby grant Herbalife, during the course of your usage of the Platform, a non-exclusive, worldwide, irrevocable, royalty-free, and transferable right and license to (i) use, access, store, cache, publicly perform and publicly display your Distributor Material and "Web Property Data" (as defined in section V.8 below) (x) for the purpose of operating and making your Distributor Material and Web Property Data available on the Platform and in all current and future media in which the Platform may now or hereafter be distributed or transmitted and (y) for Herbalife's internal business purposes including so that Herbalife may provide the Platform to you in a manner intended to optimise the use and benefits of the Platform and may derive metrics and analytics relating to your Distributor Material and Web Property Data; and (ii) disclose any such metrics and

analytics regarding your Distributor Materials and Web Property Data for marketing and business development purposes.

You hereby agree that if your Distributor Material is removed from any Web Property due to a violation of this Agreement or because such Distributor Material contains illegal images, Herbalife shall have the right to use and reproduce such Distributor Material in any manner without restriction, including in response to any subpoena or other judicial or administrative order, to assist government enforcement agencies or otherwise required by law and to protect the rights, property or safety of Herbalife, any user or individual, or the general public. Additionally, you understand and agree that your Distributor Material and Web Property Data that is displayed on the Platform may continue to appear on the Platform, even after you have terminated your account, as portions of your Distributor Material may have been incorporated into other Platform features. In addition to the rights, licenses and privileges referred to above, you agree that Herbalife may use and refer to your Web Property and/or Distributor Material (including screenshots) throughout the universe, in perpetuity, in marketing materials, press releases, financial reports, presentations, website materials, customer lists and any and all media now known or hereafter discovered in connection with the marketing, advertising and promotion of the Platform and/or Herbalife, and any products, goods, features, capabilities and/or services associated with the Platform and/or Herbalife.

- c. You acknowledge and agree that this Agreement incorporates the Herbalife One Terms of Use and that any rights and licences granted to Herbalife under those Terms of Use may include rights and licences in relation to Herbalife's use of your Distributor Material which may be more extensive than, and which apply in addition to, the rights and licences granted in this Section V.
4. You understand that you are solely responsible for all Distributor Material appearing on or incorporated into your Web Property. You are responsible for making sure that you have all rights in and to the Distributor Material, including all of the rights necessary to grant the licenses set forth in this Section V. You represent and warrant that your Distributor Material is your original work and does not violate or infringe upon the rights of any third party. You also represent and warrant that the Distributor Material appearing on or incorporated into your Web Property is not detrimental to the image or reputation of Herbalife or its products or services, does not degrade the performance of the Platform, is not obscene, pornographic or libelous, in whole or in part, and that all postings are in compliance with Herbalife's Rules of Conduct, and any applicable laws, rules and regulations. Herbalife reserves the right, in its sole and absolute discretion, to remove any and all Distributor Material from any Web Property, in whole or in part, at any time and for any reason.
5. You understand and acknowledge that Herbalife and its designees reserve the right, but shall have no obligation, to pre-screen, filter, remove, refuse to accept, post, display or transmit any Distributor Material, in whole or in part, on any Web Property at any time and for any reason or no reason at all, with or without notice and with no liability of any kind.
6. If a Web Property is removed from the Platform, the Distributor Material associated with that Web Property may also be deleted at the discretion of Herbalife. Herbalife is not required and may not keep backup copies of Distributor Material on any Web Property once the Web Property or Distributor Material is deleted. Additionally, Herbalife makes no guarantee, either during or

after the term of this Agreement, that any Distributor Material will be safely stored.

7. You represent and warrant that your Web Property shall not be designed or implemented in a way, that as determined by Herbalife in its sole discretion, might mislead a user into believing that: (i) he or she is interacting directly with Herbalife when interacting with your Web Property; or (ii) any part of your Web Property, other than the basic templates provided by Herbalife, was created by or endorsed by Herbalife.
8. The Platform collects data from each Web Property and its users and general information about a user's use of a Web Property (collectively, "Web Property Data"). You agree that your access to this Web Property Data (including, without limitation, registration information, if any, provided in connection with a user's use of a Web Property) as part of the management controls of your Web Property(s) is subject to the Herbalife Privacy Policy.
9. Herbalife reserves the right at any time (and from time to time) to modify, suspend, or discontinue providing the Platform or any part thereof, including adding new features to any portion of the Platform, with or without notice. Herbalife will not be liable to you or to any third party for any modification, suspension or discontinuance of any portion of the Platform or the Platform as a whole.
10. You agree to comply with all applicable export and reexport control laws and regulations, including but not limited to the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, you agree that you shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such software or technology) received from Herbalife under this Agreement to any destination, entity, or person prohibited by applicable laws or regulations, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. You agree to indemnify, to the fullest extent permitted by law, Herbalife from and against any fines or penalties that may arise as a result of your breach of this provision. This export control clause shall survive termination or cancellation of this Agreement.

VII. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNITIES

1. Neither Herbalife, its service providers, nor its licensors, affiliates or suppliers are responsible for any errors in or omissions from the information contained in or accessed through, or results obtained from, Herbalife One. All information and results obtained through Herbalife One are provided "as is" to you without express or implied warranties or conditions of any kind, including, without limitation, warranties and conditions of merchantability, title, non-infringement or fitness for any particular purpose, or any warranties arising from course of dealing or performance. All warranties and conditions implied by legislation are hereby disclaimed by Herbalife, for itself and on behalf of each such third party provider. Without limiting the generality of the foregoing, Herbalife disclaims for itself and on behalf of each such third party provider, any representation or warranty that Herbalife One will be delivered without interruption or be error-free or that Herbalife One meets your requirements. Furthermore, neither Herbalife nor any such third party provider will be liable for any delay, difficulty in use, inaccuracy of information, computer viruses, malicious code or other defects in Herbalife One, or for any incompatibility between Herbalife

One and your browser or other site accessing program, or for any other problems experienced by you. Herbalife also disclaims all liability to you to the fullest extent permitted by law in respect of any of its activities as MOR for you where applicable.

2. You agree to indemnify, defend, and hold Herbalife and its service providers supporting Herbalife One harmless from and against any and all liabilities, losses, damages, costs and expenses, including without limitation reasonable attorneys' fees and expenses (collectively, "Losses"), that Herbalife or its service providers or licensors may incur resulting from any action, suit, claim or proceeding in any form arising from or related to: (i) any allegation that (a) any trademark used by you infringes on any trademark rights of any third party; (b) any content uploaded or delivered by you to any person infringes upon any Intellectual Property Rights or rights of privacy or publicity; (c) any content you provide to any person using Herbalife One contains harassing, defamatory, libelous, abusive, threatening or obscene materials; or (d) you did not have the right to disclose information to Herbalife or that you otherwise violated any privacy policy; (ii) any misrepresentation, misstatement, or inaccurate information communicated by you to any third party regarding Herbalife One and associated software, their specifications, and/or their capabilities; (iii) your breach of your obligations with respect to Confidential Information; and (iv) any violation of law by you or any persons under your control.
3. Except as set forth in this section, each party's total cumulative liability arising from or relating to this Agreement, Herbalife One or any activities of Herbalife acting as MOR for you where applicable, whether in contract, in tort, under a theory of strict liability, or otherwise, will be limited to one thousand dollars (\$1,000). Herbalife's service providers will have no liability of any nature to you in connection with Herbalife One or this Agreement. In no event shall either party be liable for any lost profits or other consequential damages, or for any indirect, special, incidental, punitive or exemplary damages, arising from or relating to this Agreement or the use or performance of Herbalife One or any activities of Herbalife acting as MOR for you where applicable, even if such party has been advised of the possibility of such damages. The parties acknowledge and agree that the limitations of liability contained in this Agreement are reasonable and a fundamental part of this Agreement, and that Herbalife and you would not agree to enter into this Agreement without such limitations. Notwithstanding the foregoing, there shall be no limit on your liability to Herbalife with respect to (i) losses otherwise recoverable by Herbalife as an indemnitee pursuant to this Agreement, or (ii) damages caused by your willful misconduct or gross negligence.

VIII. GOVERNING LAW

This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule.

IX. ARBITRATION AGREEMENT

This Section VIII is deemed to be a "written agreement to arbitrate" pursuant to the United States Federal Arbitration Act ("FAA"). You and Herbalife agree that both parties intend that this Section VIII satisfies the "writing" requirement of the FAA. This Section VIII can only be amended by mutual agreement.

1. **Overview:** Herbalife will try to resolve any dispute regarding Herbalife One amicably and

informally. However, if there is a dispute regarding Herbalife One that cannot be resolved informally, you and Herbalife each agree, subject to Paragraphs 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.

2. **Jury and Class Action Waiver:** 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 arising out of or relating to Herbalife One or this Agreement. 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 FAA. 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 <http://www.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, prehearing 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. 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.
10. **Federal and State Courts in Los Angeles County, California:** Except where arbitration is required above, small claims actions, or with respect to the enforcement of any arbitration decision or award, any action or proceeding relating to any dispute arising hereunder may only be instituted in state or Federal court in Los Angeles County, California. Accordingly, you and Herbalife, expressly waiving any other jurisdiction to which you may be entitled, consent to the exclusive personal jurisdiction and venue of such courts for such matters.

Data Transfer Schedule to Herbalife One User Agreement

EU Controller-to-Controller Standard Contractual Clauses

EU STANDARD CONTRACTUAL CLAUSES (CONTROLLER-TO-CONTROLLER TRANSFERS)

SECTION I

Clause 1

Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and,

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer') have agreed to these standard contractual clauses (hereinafter: "Clauses").

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental

rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third party beneficiaries, against the data exporter and / or data importer, with the following exceptions:

(i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

(ii) Clause 8.5 (e) and Clause 8.9 (b);

(iii) Clause 9 (not applicable);

(iv) Clause 12 (a) and (d);

(v) Clause 13;

(vi) Clause 15.1(c), (d) and (e);

(vii) Clause 16 (e);

(viii) Clause 18 (a) and (b);

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

(a) Where these Clauses use the terms defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a conflict between these Clauses and the provisions of any other agreement between the Parties existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purposes for which they are transferred, are specified in Annex I.B.

Clause 7

Docking clause

(a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

(b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Purpose limitation

(a) The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:

(i) where it has obtained the data subject's prior consent;

(ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

(iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

(a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:

(i) of its identity and contact details;

(ii) of the categories of personal data processed;

(iii) of the right to obtain a copy of these Clauses;

(iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.

(b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data

importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.

(c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

(d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

(a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.

(b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.

(c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation of the data and all back-ups at the end of the retention period.

8.5 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of

implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

(b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.

(e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.

(f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.

(g) The data importer shall document all

relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter 'sensitive data'), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter 'onward transfer') unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

(i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

(ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;

(iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;

(iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;

(v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or

(vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the

lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.8 Processing under the authority of the data importer

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

8.9 Documentation and compliance

(a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.

(b) The data importer shall make such documentation available to the competent supervisory authority on request.

Clause 9

Use of sub-processors (not applicable).

Clause 10

Data subject rights

(a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.

(b) In particular, upon request by the data subject the data importer shall, free of charge:

(i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with

Clause 11(c)(i);

(ii) rectify inaccurate or incomplete data concerning the data subject;

(iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.

(b) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.

(c) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter 'automated decision'), which would produce legal effects concerning the data subject or similarly significantly affect him/her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lay down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:

(i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and

(ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.

(d) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.

(e) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.

(f) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 11

Redress

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall

deal promptly with any complaints it receives from a data subject.

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

(i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;

(ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

(c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(e) The data importer may not invoke the conduct of a processor or sub-processor to

avoid its own liability.

Clause 13

(a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws affecting compliance with the Clauses

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific

circumstances of the transfer, and the applicable limitations and safeguards;

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of government access requests

15.1 Notification

(a) The data importer agrees to notify the

data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data

importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION III – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

- (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
- (ii) the data importer is in substantial or persistent breach of these Clauses; or
- (iii) the data importer fails to comply with a binding decision of a competent court or the competent supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have

agreed otherwise.

(d) Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of the country in which the data exporter is established.

Clause 18

Choice of forum and jurisdiction

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b) The Parties agree that those shall be the courts of the country in which the data exporter is established.

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d) The Parties agree to submit themselves to the jurisdiction of such courts.

ANNEX I to these SCCs

See below ANNEX I.

ANNEX II to these SCCs

TECHNICAL AND ORGANISATIONAL MEASURES

See below ANNEX II.

If the Distributor is located in the UK, the EU SCCs are amended as follows:

UK INTERNATIONAL DATA TRANSFER ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties

Start date: As set out in the User Agreement.

The parties (exporter): Independent Herbalife Distributor based in the UK.

The parties (importer): As set out in the EU SCCs.

Key contact: As set out in the EU SCCs.

Signature (if required): N/A

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs: The Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum: Module 1 (Controller-to-Controller transfers).

Table 3: Appendix Information

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex IA: List of Parties:

Data exporter: Independent Distributor of Herbalife products based in the UK.

Data importer: The Party listed as data importer in the EU SCCs.

Annex IB: Description of Transfer: As set out in Annex IB to the EU SCCs.

Annex II: Technical and organisational measures: As set out in Annex II to the EU SCCs.

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes: Which Parties may end this Addendum as set out in Section 19 below: Data importer and/or data exporter.

Part 2: Mandatory Clauses Entering into this Addendum

1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other

Party also agreeing to be bound by this Addendum.

2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum: This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.

Addendum EU SCCs: The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.

Appendix Information: As set out in Table 3.

Appropriate Safeguards: The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.

Approved Addendum: The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.

Approved EU SCCs: The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

ICO: The Information Commissioner.

Restricted Transfer: A transfer which is covered by Chapter V of the UK GDPR.

UK: The United Kingdom of Great Britain and Northern Ireland.

UK Data Protection Laws: All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.

UK GDPR: As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.

5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.

6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.

7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.

8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.

10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.

11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended

to the extent necessary so that:

a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;

b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and

c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.

13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.

14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.

15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:

a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;

b. In Clause 2, delete the words: "and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";

c. Clause 6 (Description of the transfer(s)) is replaced with: "The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";

d. Clause 8.7(i) of Module 1 is replaced with: "it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";

e. Clause 8.8(i) of Modules 2 and 3 is replaced with:

"the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;"

f. References to "Regulation (EU) 2016/679", "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection

of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;

g. References to Regulation (EU) 2018/1725 are removed;

h. References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";

i. The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one, is replaced with "Clause 11(c)(i)";

j. Clause 13(a) and Part C of Annex I are not used;

k. The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";

l. In Clause 16(e), subsection (i) is replaced with: "the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply";

m. Clause 17 is replaced with: "These Clauses are governed by the laws of England and Wales.";

n. Clause 18 is replaced with: "Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts."; and

o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.

17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

18. From time to time, the ICO may issue a revised Approved Addendum which:

a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or

b. reflects changes to UK Data Protection

Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 "Ending the Addendum when the Approved Addendum changes", will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:

a. its direct costs of performing its obligations under the Addendum; and/or

b. its risk under the Addendum, and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

ANNEX I TO THE SCCs:

Details of the Transfers

A. LIST OF PARTIES

Data exporter:

Company Name: **Independent Distributor** of Herbalife products based in the EEA.

Contact Details: As per Distributor Application and Agreement.

Role: Data Controller.

Data importer:

Company Name: **Herbalife International of America, Inc.**

Contact Details: 800 West Olympic Blvd Suite 406 Los Angeles, CA 90015.

Role: Data Controller.

B. DESCRIPTION OF TRANSFER

Data subjects:

Categories of data subjects whose personal data is transferred:

- Downline Distributors and Preferred Members, customers, and prospects/leads.

Categories of personal data:

Categories of personal data transferred, to the extent permitted by applicable law:

- Name/surname, contact information, purchase/order history, payment information for product purchases, shipment information, information related to participation in Distributor's initiatives (events, challenges, contests etc.), audit and compliance information.

Sensitive data (if applicable):

Sensitive data transferred (if applicable).

- Health-related information (wellness information).

Applied restrictions or safeguards: Strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, where appropriate, restrictions on onward transfers.

The frequency of the transfer:

For example, whether the data is transferred on a one-off or continuous basis:

- The transfer takes place on a continuous basis.

Nature of the processing:

- Collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, access, disclosure by transmission, dissemination, transfer or otherwise making available, alignment or combination, restriction, erasure or destruction.

Purpose(s) of the transfer and further processing:

The transfer is made for the following purposes:

- The provision of IT infrastructure (Herbalife One) to Herbalife Independent Distributors, administrative, analytics, reporting, insights, recommendations, audit and compliance, product order processing, account management,

billing and collection, product delivery and take-back, contract and warranty management, and product order payment purposes.

Data retention:

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

- The personal data will be retained in accordance with Herbalife's records retention schedule, unless a shorter period is required under applicable law.

Processors:

For transfers to processors, also specify subject matter, nature and duration of the processing:

- As defined in the written agreement between Herbalife entity(ies) and data processor.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority in accordance with Clause 13:

- The supervisory authority that is responsible for the supervision of the data processing activities of the data exporter.

ANNEX II TO THE SCCs: Data Security Measures

Description of the technical and organizational measures implemented by the data importer to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

- Measures of pseudonymization and encryption of personal data, where appropriate;
- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- Processes for regularly testing, assessing and evaluating the

effectiveness of technical and organizational measures in order to ensure the security of the processing;

- Measures for user identification and authorization;
- Measures for the protection of data during transmission;
- Measures for the protection of data during storage (one or more of the following measures are applied);
- Measures for ensuring physical security of locations at which personal data are processed;
- Measures for ensuring events logging;
- Measures for ensuring system configuration, including default configuration;
- Measures for internal IT and IT security governance and management;
- Measures for certification/assurance of processes and products;
- Measures for ensuring data minimization;
- Measures for ensuring data quality;
- Measures for ensuring limited data retention;
- Measures for ensuring accountability;
- Measures for allowing data portability and ensuring erasure.