

## OUR PRINCIPLES EXPRESSED

### OUR WHY

#### **Making the World Healthier and Happier**

The purpose and unique value of our Company, our Distributors and our Employees, is to help people be Healthier and Happier through personalized nutrition and a proven business opportunity so that around the globe, every tomorrow is continually better.

### OUR HOW

#### **Through Purpose-Driven Distributors Who Are Our Difference**

Beyond products that deliver on their promises, our customers receive irreplaceable Knowledge, Encouragement, Respect. Supportive Coaching, Care, Community. And amazing Opportunity. This is what our Distributors truly distribute. We are driven by their needs and energized by their passion.

### OUR WHAT

#### **To Create Inspiring Results for a Better Life**

With effective products that taste great, Distributors who provide guidance along the journey, the support of an entire company full of enthusiastic Employees, and an encouraging community, we can give people around the world a simpler path to a Healthier, Happier life.

### OUR VALUES

#### **We Always Do What's Right**

When we look in the mirror, we see integrity, honesty, humility and trust. We reflect the belief that ethical is never optional. And we honor and respect each other, our Distributors, our customers, and most importantly, ourselves.

#### **We Work Together**

We learn, we teach. We follow, we lead. We help one moment and accept help the next. We never stop collaborating, which makes us unstoppable. We have fun. We keep things simple. We celebrate the individual, and the team, in each of us.

#### **We Build It Better**

We're always looking up. Because that's where the opportunity is. To learn. To grow. To innovate. To excel and exceed. To be an agent of change in our communities. To turn an entrepreneurial spirit into daily inspiration as we make our customers' lives — and ours — Healthier and Happier.

**HERBALIFE  
NUTRITION**

Making the World Healthier and Happier

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## **HERBALIFE NUTRITION MISSION**

Herbalife Nutrition's Why, How, What and Values are the key components of what drives the company's business, its employees and our Suppliers.

Herbalife Nutrition's mission is to change people's lives by providing the best nutrition and weight management products in the world and the best proven business opportunity. In furtherance of our mission, we see suppliers and vendors as partners in our success as a company. Therefore, we only work with suppliers who support our mission throughout their supply chain, with a focus on three key areas: (1) Social and Human Rights; (2) High Quality Products and Safe Environment; and (3) Compliance, Governance and Integrity.

Our Supplier Code of Conduct ("Code") sets out our expectations for suppliers in various areas. This Code follows many of the expectations outlined in international conventions such as the United Nations Guiding Principles on Business and Human Rights, the United Nations Global Compact's 10 principles, the International Labor Organization's standards and the OECD Guidelines for Multinational Enterprises.

## **SUPPLIER CODE OF CONDUCT**

### **Scope**

The following Supplier Code of Conduct ("Code") sets forth Herbalife Nutrition's requirements for all suppliers and each of their subcontracting and packaging facilities. Supplier is any third party that provides good or services to Herbalife Nutrition for compensation including, but not limited to, direct and indirect Suppliers, co-manufacturers and co-packers, labor providers, logistic providers, distributors and licensees including their parent, subsidiary or affiliate entities. Sub-contractors of Suppliers are also expected to adhere to the Code ("Suppliers"). Herbalife Nutrition's Suppliers are expected to conduct business in an ethical and lawful manner. All Suppliers are expected to adhere to this Code and are responsible for ensuring their practices are consistent with the Code to produce products supplied to Herbalife Nutrition. Failure to conduct business in a manner that is required by the Code may result in immediate termination of the supplier relationship with Herbalife Nutrition, by Herbalife Nutrition, in its sole discretion.

1. **Compliance with Laws** Suppliers must fully comply with all applicable laws, rules and regulations, including but not limited to those related to labor, immigration, health and safety, anti-corruption and the environment. Supplier shall comply at all times with all applicable laws and regulations pertaining to trade embargoes and economic sanctions, including those nations that are listed under the list of sanctioned countries by the U.S. government. Suppliers shall provide certifications upon request that there is no violation of any applicable laws, regulations, orders or requirements or the requirements of any licenses, authorizations or license exceptions including without limitation those of the United Nations, the European Union, and the United States.
2. **Anti-Bribery**
  - a. Supplier shall not (directly or indirectly) pay, offer, give or promise to pay or authorize the payment of, any portion of the compensation or reimbursements received hereunder or any other monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality or public international organization; any political party or official thereof; any candidate for political office; any sub-contractor or supplier, any of Herbalife Nutrition's partners, or any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation, including the OECD Convention on Combating Bribery in International Business Transactions (as amended from time to time), and equivalent local laws, including the Foreign Corrupt Practices

Act of the United States (“FCPA”), the Bribery Act 2010 of the UK (“UK Bribery Act”) and similar multilateral anti-bribery agreements.

- b. The accounting provisions of the FCPA require companies to, and Supplier will maintain reasonably complete and accurate books and records and to devise and maintain reasonably sufficient systems of internal accounting controls.
  - c. At no time will Supplier or its agents engage, directly or indirectly in any way, in making any payment or in offering or promising to make any payment that potentially could be deemed a violation of the FCPA or UK Bribery Act. Any violation by the Supplier or its agents is ground for immediate cancellation of the agreement and demand for indemnity.
3. **Conflict of Interest** Suppliers shall not engage in any relationship, financial or otherwise, that conflicts or appears to conflict with a Herbalife Nutrition employee’s or representative’s obligation to act in the best interests of the company. Suppliers shall not offer, provide or reimburse any gifts, favors, lodging, housing, meals, entertainment, services, or any other item or thing of value to influence a Herbalife Nutrition employee or representative.
  4. **Human Rights** Supplier shall comply with all standards, whether international, regional or domestic, including laws and/or regulations that reflect human rights, including standards of treatment belonging to all individuals. Supplier and its subcontractors shall adhere to all international recognized human rights and ethical standards.
  5. **Harassment** All employees are to be treated with respect. Supplier shall not engage in any form of psychological, physical, sexual or verbal abuse, intimidation, threat or harassment activities against any individual, whether employee or not. Supplier shall institute an anti-harassment training program to ensure Supplier’s employees, independent contractors and subcontractors adhere to the requirements of law and ethics.
  6. **Health and Safety** Suppliers shall take full responsibility for the health and safety of its workers at the workplace. Suppliers must provide workers with a clean, healthy and safe work environment in compliance with all applicable-legally mandated local standards and regulations for workplace health and safety. Supplier shall provide access to safe drinking water, adequate lighting, safe temperature, ventilation, hygiene and sanitation. Suppliers are expected to implement measures to prevent workplace hazards that may cause accidents, injuries, or health and safety risk exposures.
  7. **Child Labor, Forced Labor, Slave Labor and Human Trafficking** All employment and labor must be voluntary and freely chosen. Slave, prison, child, underage, forced, bonded, or indentured labor will not be tolerated. Suppliers shall not engage in or support trafficking in human beings or any form of modern-day slavery. Suppliers shall implement procedures to manage the materials, including all labor related processes, incorporated into their products to ensure they comply with laws on slavery and human trafficking.
    - a. **Child Labor** Child Labor is strictly prohibited. Suppliers shall not employ works under 15 years of age or adhere to the minimum employment legal age limit defined by local law or regulation. In no instance, shall a Supplier permit children to perform work that exposes them to undue physical risks than can cause physical, mental, or emotional harm. Supplier must have appropriate verification processes in place to ensure there is no recruitment of underage and maintain verifiable documentation of each individual’s date of birth or other legitimate means of confirming each individual’s age, as required by law.
    - b. **Forced Labor, Slave Labor, Human Trafficking** All labor must be voluntary. Supplier shall not use involuntary or forced labor, whether indentured, bonded, prison or otherwise, and shall not confiscate or withhold worker identity documents or other valuable items, including passports,

work permits and travel documentation, and further Supplier shall not unreasonably withhold or divert workers' wages. Workers shall be aware of terms and conditions of their work in advance and must be able to voluntarily end their employment without any restrictions. Supplier must certify that it has not been, and is not, keeping workers' personal documents as a means to bind them to employment or to restrict their freedom of movement. Supplier must confirm and certify that all workers are voluntarily employed in the facility(ies) where Herbalife Nutrition's goods are made.

8. **Hiring and Employment; Reasonable Working Hours and Fair Wages** Suppliers shall implement lawful hiring and employment practices. All terms and conditions of employment including, but not limited to, hiring, pay, training, promotion, termination, and retirement must be based on merit, skills, work experience, and an individual's ability and willingness to do the job. Suppliers must provide fair wages and benefits in compliance with applicable laws, including at least the legal minimum wage, overtime, maximum hour rules, meal and rest periods, and to provide legally mandated benefits. Workers shall not be unreasonably required to work overtime and will not be punished, penalized, or dismissed for refusing to work excessive amount of overtime.
9. **Discrimination in Hiring** Supplier shall ensure fair and equal treatment of all employees. All Supplier's internal hiring process, shall not discriminate based on race, color, religion, sex (including pregnancy, childbirth, breastfeeding or other related medical conditions), age, national origin, medical condition, genetic information, disability, marital or partnership status, sexual orientation, gender, gender identity, gender expression, gender transitioning, veteran or military status, or any other personal characteristics protected by law.
10. **Freedom of Association and Collective Bargaining** Suppliers must respect the right of workers to choose whether to lawfully and peacefully form or join trade unions of their choosing and to bargain collectively. Suppliers shall not harass, discriminate against, or otherwise penalize workers, worker representatives, or trade union members because of their interest and/or membership in, or affiliation with, a trade union, or their legitimate trade union activity, in accordance with international labor standards.
11. **Environmental Management, Protection and Sustainability** Suppliers must comply with all applicable environmental laws, rules and regulations, including but not limited to waste disposal, air emissions, discharges, wastewater, toxic substances and hazardous waste disposal. Suppliers must validate that all input materials and components were obtained from permissible harvests consistent with international treaties and protocols in addition to local laws and regulations. Suppliers must provide origin traceability or a plan to disclose sources of primary origin. Supplier shall take all measure to ensure it has a program for enhancing packaging lifecycle and waste reduction. Suppliers are encouraged to measure and disclose Greenhouse Gas emissions and create programs to reduce emissions. Herbalife Nutrition also reserve the right to request the Suppliers disclose environmental performance indicators such as Greenhouse Gas emission on annual basis.
12. **Materials, Services and Labeling** With regards to genetically modified organisms (GMOs), Supplier shall take all necessary measures to ensure compliance with all GMO regulatory requirements. This includes, adhering to local and international law that may include the guidance of authoritative bodies like the World health Organization (WHO), Food and Agriculture Organization (FAO), European Food Safety Authority (EFSA), U.S. Food and Drug Administration (FDA), U.S. Department of Agriculture (USDA), National Academies of Science, Engineering and Medicine, Health Canada, Singapore Genetic Modification Advisory Committee, Food Standards Australia New Zealand, Brazilian Ministry of Agriculture, Livestock, and Food Supply, and others, where applicable. Where applicable, Supplier shall provide Herbalife Nutrition with the required information, documentation and specifications of the product to ensure compliance with all labeling requirements and laws.

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13. **Food Safety & Quality** Herbalife Nutrition is committed to producing high quality and safe products and we expect Suppliers to help us meet this commitment. Suppliers shall know and must meet or exceed safety and quality standards required by applicable law and Herbalife Nutrition's stringent quality standards, policies, specification and procedures. Suppliers must report to Herbalife Nutrition any concerns immediately (within 72 hours) about product safety or quality or issues that could negatively affect public perception of a Herbalife Nutrition product.
  14. **Animal Testing and Welfare** Suppliers shall follow the principles of three R's (Replace, Reduce, and Refine). Suppliers are encouraged to use an alternative to animal testing whenever possible, minimize the number of tested animals, and evolve experimental procedures to reduce animal suffering or discomfort. All Suppliers must comply with the international accepted "Five Freedoms" as described by the World Organization for Animal Health (OIE): Freedom from hunger, thirst and malnutrition; Freedom from fear and distress; Freedom from physical and thermal discomfort; Freedom from pain, injury and disease; and Freedom to express normal patterns of behavior.
  15. **Subcontractors** Supplier may, at its sole expense and with no additional cost or obligation to Herbalife Nutrition, use only those third party subcontractors listed as agreed to by Herbalife Nutrition prior to use and only to assist the performance of Supplier's obligations under its agreement with Herbalife Nutrition, provided that Supplier remains primarily liable to Herbalife Nutrition for all of its obligations hereunder and Supplier compels any subcontractors to adhere to the obligations and standards applicable to Supplier set forth under this Code.
  16. **Financial Integrity** Suppliers must keep accurate records of all matters related to their business with Herbalife Nutrition in accordance with all applicable laws and standard accounting practices such as Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS).
  17. **Audits** Herbalife Nutrition or its agents shall have the right, from time to time, on reasonable notice and during business hours, to inspect, audit and/or carry out a general audit to ensure compliance with the Code. Herbalife Nutrition reserves the right to verify compliance with the Code through internal and external assessment mechanisms. If non-compliance is discovered, the Supplier must take corrective action that complies with laws and standards that shall achieve the goals of the Code. If Supplier fails to remedy an act of non-compliance in a timely manner, or if the non-compliance issue creates a safety concern, Herbalife Nutrition reserves the right to suspend any purchases, refuse delivery, and/or return any goods or services without further obligation.
  18. **Communication** Supplier shall communicate the expectations as described under the Code to all its employees, independent contractors, sub-contractors and other individuals. Supplier is expected to immediately advise Herbalife Nutrition of any issues that may arise related to this Code, including any violations that may occur. Supplier may report violation by visiting [IntegrityLine.Herbalife.com](https://IntegrityLine.Herbalife.com). Workers within our supply chain should have the opportunity to confidentially report concerns that may be in violation with this Code. Supplier shall make above contact information available to its workers and inform them that communications may be made on an anonymous basis.
  19. **Commitment, Accountability and Risk Management** Suppliers are expected to allocate appropriate resources to ensure the implementation and on-going compliance of the Code, including periodic self-evaluation to ensure conformance. Suppliers must identify and manage risks in all areas addressed.

FOR CLARITY AND NOT LIMITATION, SUPPLIER IS AN INDEPENDENT CONTRACTOR AND NO JOINT VENTURE, PARTNERSHIP, AGENCY OR EMPLOYMENT RELATIONSHIP IS CREATED BY THIS CODE.