

# Supplier Code of Conduct

## 1. INTRODUCTION

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Herbalife (“Company”) is a global health and wellness company committed to improving lives through high-quality, science-backed nutrition products and a trusted business opportunity for its Independent Distributors since 1980. With products sold in over 90 countries, we rely on strong partnerships with our suppliers to help deliver the quality and integrity our brand represents. We expect our suppliers (“Suppliers”) to uphold our values across their operations and supply chains, with a focus on four key areas: Human Rights and Labor Practices; Environmental Responsibility; Product Quality and Safety; and Business Ethics & Compliance.

## 2. SCOPE

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This Supplier Code of Conduct (“Code”) applies to all Suppliers with whom Herbalife maintains an active commercial relationship for the provision of goods or services. This includes direct and indirect suppliers, contract manufacturers, co-manufacturers, co-packers, subcontractors, logistics providers, and other third parties involved in our supply chain, as well as their parent, subsidiary, and affiliate entities. For purposes of this Code, references to “employees” or “workers” include all temporary, contract, and agency workers. References to “Herbalife” refer to Herbalife and its global affiliates.

## 3. HUMAN RIGHTS AND LABOR PRACTICES

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We believe every person has the right to work with freedom, dignity, and respect. As a global employer, we are committed to ensuring workers in our supply chain are treated fairly and ethically, and that our suppliers’ employment practices reflect our dedication to human rights. The Human Rights and Labor Practices section of the Supplier Code of Conduct sets expectations for our suppliers and their employees and outlines the approach for preventing, identifying, and addressing human rights risks across our supply chain.

### 3.1 POLICY

#### 3.1.2 RESPECT FOR HUMAN RIGHTS IN EMPLOYMENT

All suppliers must:

- Comply with all applicable labor laws and human rights regulations in every country where they operate; where local law requirements differ from this Code, suppliers are expected to meet the higher standard unless restricted by local law
- Make decisions that promote fairness and human dignity
- Report concerns about workplace rights violations
- Support our commitment to continuous improvement in employment practices

#### 3.1.2 CORE WORKPLACE RIGHTS

Suppliers must be committed to ensuring all workers have:

- Safe and healthy working conditions
- Fair compensation and benefits

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- Reasonable working hours with adequate rest periods
- Freedom from forced, bonded, or coerced labor
- Rights to freedom of association and collective bargaining
- Protection from discrimination, harassment, and abuse

## 3.2 SUPPLIER SPECIFIC COMMITMENTS

### 3.2.1 FREEDOM OF ASSOCIATION & COLLECTIVE BARGAINING

- Employees may freely form, join, or refrain from joining trade unions and worker organizations
- Collective bargaining rights are respected per local law
- Suppliers prohibit intimidation, discrimination, retaliation, or harassment for exercising these rights
- Alternative representation is supported consistent with local legal requirements

### 3.2.2 PROHIBITION OF FORCED LABOR & HUMAN TRAFFICKING

- Zero tolerance for forced, bonded, indentured, prison labor, or human trafficking
- Workers retain freedom of movement and right to terminate employment with reasonable notice
- No retention of personal documents or property
- No worker-paid recruitment fees
- Clear employment terms provided in workers' native languages
- Due diligence on all labor agencies and recruitment partners

### 3.2.3 PROHIBITION OF CHILD LABOR

- Supplier's minimum employment age is 18 years, local legal minimum, or school completion age
- Workers under 18 will not perform hazardous work or night shifts
- Responsible remediation if child labor is identified

### 3.2.4 FAIR WAGES & BENEFITS

- Compensation meets or exceeds legal minimum wage and prevailing industry standards
- Timely payment with clear, transparent statements
- Overtime is administered in accordance with local wage and hour laws
- No disciplinary deductions: all deductions are lawful and transparent
- Commitment to supporting decent living standards in Supplier's operating communities

### 3.2.5 NON-DISCRIMINATION & EQUAL OPPORTUNITY

- Prohibition of discrimination, harassment, and abuse based on any protected characteristic
- Employment decisions based solely on qualifications, performance, and business needs
- Respect for worker dignity, privacy, and cultural backgrounds
- Accessible mechanisms for addressing concerns promptly and effectively
- Specific protections for vulnerable populations including women, minorities, migrant workers, and LGBTI+ individuals

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## 3.2.6 WORKING HOURS & REST PERIODS

- Compliance with local law and international standards on working time
- Minimum one rest day per seven-day period
- Required breaks, holidays, and leave as mandated by law
- Prevention of excessive overtime through proper workforce planning

## 3.2.7 HEALTH, SAFETY, & WELL-BEING

- Safe and healthy workplaces with proactive hazard identification and mitigation
- Comprehensive health and safety training for all workers
- Right to refuse unsafe work without retaliation
- Emergency response procedures and regular safety assessments
- Mental health and well-being support where appropriate

## 3.3 GRIEVANCE MECHANISMS & PROTECTION AGAINST RETALIATION

Suppliers must offer grievance mechanisms and safeguard all employees from retaliation, while adhering to the following standards:

- Multiple accessible, confidential reporting channels including anonymous options where legally permitted
- Available to both internal employees and external stakeholders including supply chain workers
- Good faith investigation of all reports with prompt remedial action
- Strict prohibition against retaliation for raising concerns or participating in investigations
- Regular assessment of grievance mechanism effectiveness and user satisfaction

In addition, suppliers must escalate certain issues to Herbalife through [IntegrityLine.Herbalife.com](https://IntegrityLine.Herbalife.com) or by notifying their primary Herbalife business contact. Issues requiring escalation include allegations of forced labor or child labor, serious injury or fatality, bribery or fraud, and audit failures. These matters must be reported in accordance with the timelines outlined in Section 3.4.

## 3.4 REMEDIATION AND COOPERATION

Suppliers are expected to maintain ongoing human rights due diligence processes to identify, prevent, and mitigate any current or potential adverse human rights impacts connected to their operations or supply chains. When significant risks or incidents are identified, Suppliers must promptly notify Herbalife at [IntegrityLine.Herbalife.com](https://IntegrityLine.Herbalife.com) or through their primary Herbalife business contact, and to cooperate fully to investigate, address and prevent recurrence.

For the following categories, Suppliers are expected to report as soon as practicable, ideally within 24 hours of becoming aware of the issue:

- Safety related incidents involving serious injury or fatality
- Allegations or indicators of forced labor, child labor, or other human rights violations
- Allegations of bribery, corruption, or fraud

For all other material compliance or human rights concerns not listed above, Suppliers should report as soon as practicable, and ideally within 72 hours.

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## 4. ENVIRONMENTAL RESPONSIBILITY

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### 4.1 ENVIRONMENTAL MANAGEMENT, PROTECTION, & SUSTAINABILITY

Suppliers are expected to maintain environmental due diligence processes, appropriate to their size and risk exposure, to identify, prevent, and mitigate adverse environmental impacts from their operations, and to cooperate with Herbalife in remedying any harm that may occur. Suppliers must comply with all applicable environmental laws, rules and regulations, including, but not limited to, those related to the management of emissions, pollution, wastewater, waste (including hazardous and toxic substances), deforestation, and the protection of natural resources.

Suppliers must certify 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 are expected where practicable and proportionate to their size and risk exposure, to implement programs that enhance packaging lifecycles, reduce waste, and promote resource efficiency. Herbalife may request evidence of such programs through self-assessments or audits. Suppliers are encouraged to measure and disclose greenhouse gas emissions, identify targets, and implement programs to reduce emissions. Upon request, suppliers must disclose to Herbalife any government penalties or enforcement actions related to environmental violations.

### 4.2 ANIMAL TESTING AND WELFARE

Suppliers must follow the principles of the three Rs (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 (WOAH): 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.

## 5. PRODUCT QUALITY AND SAFETY

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### 5.1 FOOD SAFETY AND QUALITY

Herbalife is committed to producing high-quality and safe products, and we expect Suppliers to help us meet this commitment. Suppliers must know and meet or exceed safety and quality standards required by applicable laws and Herbalife’s stringent quality standards, policies, specifications and procedures. Suppliers must promptly report to Herbalife any product safety or quality concerns that could harm users or negatively affect public perception of an Herbalife product.

### 5.2 MATERIALS, SERVICES, & LABELING

Suppliers must provide Herbalife with the required information, documentation and specifications of the product to ensure compliance with all labeling requirements and laws. With regard to genetically modified organisms (GMOs), Suppliers must take all necessary measures to ensure compliance with all GMO regulatory requirements.

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## 5.3 SUBCONTRACTORS & TRACEABILITY

Subject to the Supplier's agreement with Herbalife, the Supplier may, at its sole expense, use subcontractors to assist in the performance of the Supplier's obligations under its agreement with Herbalife, provided that the Supplier (1) remains primarily liable to Herbalife for all of its obligations hereunder, (2) compels any subcontractors to adhere to the obligations and standards applicable to the Supplier Agreement and this Code, and (3) ensures transparency of the entire supply chain, including upstream suppliers, and maintains traceability of all entities involved and the origin of materials used in any of the Herbalife products, as may be required by applicable laws and at Herbalife's request.

Suppliers are required to keep Herbalife informed at all times of where each raw material and/or product is being sourced and produced, including those provided by Suppliers' subcontractors, affiliates and business partners.

## 6. BUSINESS ETHICS & COMPLIANCE

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### 6.1 COMPLIANCE WITH LAWS

Suppliers must comply with all applicable international, national and local laws, rules and regulations for the industry and region in which it operates or conducts business. Such laws could include laws that have extraterritorial application (such as those relating to bribery, sanctions and data protection). Suppliers must certify upon request that there was no violation of any laws, regulations or requirements, including those of the United States and the European Union in connection with products or services provided to Herbalife. When there is a question whether this Code can be followed lawfully, Suppliers must raise the question to Herbalife, and Herbalife's Legal & Ethics and Compliance teams will consider granting an exception or accommodation to the Code.

### 6.2 ANTI-BRIBERY

A Supplier must comply with anti-bribery laws, including the Foreign Corrupt Practices Act (FCPA), UK Bribery Act and applicable local anti-bribery laws or regulations. A supplier must not pay, offer, give, promise or authorize the payment of anything of value to a government official (including an employee or instrumentality of any government or public international organization), any political party or official, or any candidate for political office to secure an improper advantage to obtain or retain business on Herbalife's behalf.

Suppliers are expected to conduct risk-based diligence on their contractors, employees and affiliates and require them to comply with all anti-bribery laws when conducting business on Herbalife's behalf.

Suppliers must disclose to Herbalife when any of its owners, partners, directors, employees, independent contractors, subcontractors or agents are or will become a government official.

### 6.3 CONFLICTS OF INTEREST

Suppliers must not engage in any relationship that conflicts or appears to conflict with an Herbalife employee's or representative's obligation to act in the best interests of Herbalife. Suppliers must not provide anything of value to influence an Herbalife employee or representative in exchange for an improper advantage.

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## 6.4 FINANCIAL INTEGRITY

Suppliers must keep accurate records of all matters related to their business with Herbalife in accordance with all applicable laws and standard accounting practices, such as Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS). Suppliers must further maintain reasonably sufficient systems of internal accounting controls.

## 6.5 AUDITS

Herbalife reserves the right, upon reasonable notice to Supplier, to conduct an audit to ensure compliance with the Code. Such audit may include inspection of books and records, interviews and/or on-site inspection of facilities where supplied products are manufactured. Suppliers are required to cooperate fully with any audit. Failure to cooperate or remediate identified noncompliance may result in suspension or termination of the business relationship.

## 6.6 INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

Suppliers must protect Herbalife's intellectual property and confidential information, to the fullest extent possible. Unauthorized use or disclosure of Herbalife trademarks, logos, product specifications, formulations, data, or other proprietary information is prohibited. Suppliers may only use Herbalife's intellectual property and confidential information to fulfill their contractual obligations and must take any and all steps to prevent misuse or unauthorized access. Misuse or unauthorized access to Herbalife's intellectual property and confidential information may result in suspension or termination of the business relationship.

## 7. COMMITMENT TO COMPLIANCE

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Suppliers are expected to regularly assess their operations and supply chains for potential risks and to share complete and current information through Herbalife's supplier engagement platforms. When issues are identified, suppliers must work with Herbalife to develop and carry out corrective actions until they're resolved. Herbalife reserves the right to suspend or terminate business relationships with any supplier that fails to remediate identified noncompliance or recurring issues. Where appropriate, Herbalife may provide guidance or training to support supplier understanding of these requirements and promote continuous improvement.

Workers in Herbalife's supply chain must have the opportunity to confidentially report concerns that may be in violation with this Code. Supplier must promptly disclose to Herbalife any allegations, reports (including whistleblower reports) or other evidence of violations of this Code of Conduct. Reporting should follow the escalation channels and timelines outlined in Section 3.4 (Remediation and Cooperation).