

Scope

The following Supplier Code of Conduct (Code) sets forth Herbalife Nutrition's requirements for all Suppliers. Supplier is any third party that provides goods 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. 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 and services 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's 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, manufacturing, 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 those of the United Nations, the European Union and the United States.

2. Anti-Bribery

A. 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 subcontractor or supplier, any of Herbalife Nutrition's partners, or any other person at the suggestion, request, direction or for the benefit of any of the above-described persons and entities for purposes of influencing official actions, decisions, 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 of Foreign Public Officials 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 and Suppliers to maintain reasonably complete and accurate books and records and to devise and maintain reasonably sufficient systems of internal accounting controls.

C. A Supplier or its agents engaging, directly or indirectly in any way, in making any payment, in offering or promising or authorizing to make a corrupt payment, even if the Supplier or its agents do not actually make a payment, could potentially be deemed in violation of the FCPA or UK Bribery Act. Any violation by the Supplier or its agents is grounds 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 an 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 an Herbalife Nutrition employee or representative.

4. Human Rights

Suppliers shall comply with all standards, whether international, regional or domestic, including laws and/or regulations that reflect human rights, including standards of treatment for all individuals. Suppliers and their subcontractors shall adhere to all internationally recognized human rights and ethical standards.

5. Harassment

All employees are to be treated with respect. Suppliers shall not engage in any form of psychological, physical, sexual or verbal abuse, intimidation, threat or harassment activities against any individual, whether they are an employee or not. Suppliers shall institute an anti-harassment training program to ensure Suppliers' 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 their workers at the workplace. Suppliers must provide workers with a clean, healthy and safe work environment and be in compliance with all applicable legally mandated local standards and regulations for workplace health and safety. Suppliers 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, and 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 the trafficking of human beings or any form of modern-day slavery. Suppliers shall implement procedures to ensure they comply with laws on slavery and human trafficking.

A. Child Labor

Child Labor is strictly prohibited. Suppliers shall adhere to the minimum employment legal age limit defined by local and national laws and regulations. If local and national laws and regulations defining minimum employment legal age limit are not available, the Supplier shall follow the requirements in the International Labor Organization Minimum Age Convention. In no instance shall a Supplier permit a child to perform work that exposes them to undue physical risks than can cause physical, mental or emotional harm. Suppliers must have appropriate verification processes in place to ensure there is no recruitment of underage individuals 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. Suppliers 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 furthermore, Suppliers shall not unreasonably withhold or divert workers' wages. Workers shall be aware of the terms and conditions of their work in advance and must be able to voluntarily end their employment without any restrictions. A 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. Suppliers 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 provide legally mandated benefits. Workers shall not be unreasonably required to work overtime and shall not be punished, penalized or dismissed for refusing to work an excessive amount of overtime.

9. Discrimination in Hiring

Supplier shall ensure fair and equal treatment of all employees. The 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 raw material origin traceability or a plan to disclose sources of primary origin. Supplier shall take all measures to ensure it has a program for enhancing packaging lifecycles and waste reduction. Suppliers are encouraged to measure and disclose Greenhouse Gas emissions, identify targets, and implement programs to reduce emissions. Herbalife Nutrition also reserves the right to request that the Suppliers disclose environmental performance indicators such as Greenhouse Gas emissions on an annual basis.

12. Materials, Services and Labeling

Supplier shall provide Herbalife Nutrition 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 shall take all necessary measures to ensure compliance with all GMO regulatory requirements.

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 laws and Herbalife Nutrition's stringent quality standards, policies, specifications and procedures. Suppliers must report to Herbalife Nutrition any concerns immediately (within 72 hours) about product safety or quality issues that could negatively affect public perception of an Herbalife Nutrition product.

14. Animal Testing and Welfare

Suppliers shall follow the principles of the 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

The 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 in the performance of the Supplier's obligations under its agreement with Herbalife Nutrition, provided that the Supplier remains primarily liable to Herbalife Nutrition for all of its obligations hereunder and the Supplier compels any subcontractors to adhere to the obligations and standards applicable to the 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 the 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, subcontractors and other individuals. The Supplier is expected to immediately advise Herbalife Nutrition of any issues that may arise related to this Code, including any violations that may occur. The Supplier may report violations by visiting IntegrityLine.Herbalife.com. Workers within our supply chain should have the opportunity to confidentially report concerns that may be in violation with this Code. The Supplier shall make the 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 ongoing compliance of the Code, including periodic self-evaluations 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.

Report Violations at IntegrityLine.Herbalife.com