

Supplier Code of Conduct

Herbalife (“Company”) is a global company that has been changing people’s lives with great nutrition products and a proven business opportunity for its Independent Distributors since 1980. The Company offers high-quality, science-backed products, sold in over 90 countries. Suppliers are essential partners for the Company, allowing us to offer high-quality products and services. We only work with Suppliers which 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) Ethics & Compliance. This Supplier Code of Conduct (“Code”) sets out our expectations for any third party that provides goods or services to Herbalife (“Suppliers”). Failure to conduct business in a manner that is required by the Code may result in termination of a Supplier’s relationship with Herbalife.

I. Compliance With Laws

Suppliers must comply with applicable laws, rules and regulations. 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.

II. 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.

III. Conflict 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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IV. Human Rights

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

V. Harassment

All employees are to be treated with respect. Suppliers must not engage in any form of psychological, physical, sexual or verbal abuse, intimidation, threat or harassment activities against any individual. Suppliers must institute an anti-harassment training program to ensure Suppliers' employees, independent contractors and subcontractors adhere to applicable legal requirements.

VI. Health and Safety

Suppliers must 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 comply with all applicable laws, regulations and standards for workplace health and safety. Suppliers must provide adequate lighting, ventilation, hygiene and sanitation; a safe temperature; and access to safe drinking water. Suppliers are expected to implement measures to prevent workplace hazards that may cause accidents, injuries, and health and safety risk.

VII. Child Labor, Forced Labor, Slave Labor and Human Trafficking

Herbalife will not tolerate the use of child or forced labor in any of its supply chain. All employment and labor must be voluntary and freely chosen. Suppliers must not engage in, or support the trafficking of, human beings or any form of modern-day slavery. Suppliers must implement procedures to ensure they comply with laws on slavery and human trafficking and take steps to ensure that their supply chains are free of child or forced labor. Upon request or as provided by agreement with Herbalife, a Supplier must certify that it is in compliance with the requirements of this section.

- **Child Labor**

Suppliers must 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 must 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 that can cause physical, mental or emotional harm. Suppliers must have appropriate

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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.

- **Forced Labor, Slave Labor, Human Trafficking**

Suppliers must not use involuntary or forced labor, whether indentured, bonded, prison or otherwise and must not confiscate or withhold worker identity documents or other valuable items, including passports, work permits and travel documentation. Suppliers may not unreasonably withhold or divert workers' wages. Suppliers must make workers aware of the terms and conditions of their work in advance, and workers must be able to voluntarily end their employment without any restrictions.

VIII. Hiring and Employment; Reasonable Working Hours and Fair Wages

Suppliers must 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 must not be unreasonably required to work overtime and must not be punished, penalized or dismissed for refusing to work an excessive amount of overtime.

IX. Discrimination in Hiring

Suppliers must ensure fair and equal treatment of all employees. The Supplier's internal hiring process must 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.

X. 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 must 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.

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XI. 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 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 must take all measures to ensure they have 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. Suppliers must be able to annually disclose to Herbalife any government penalty imposed for a violation of an environmental law or regulation.

XII. Materials, Services and 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.

XIII. 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 report to Herbalife any concerns immediately about product safety or quality issues that could harm anyone who uses an Herbalife product or negatively affect public perception of an Herbalife product.

XIV. 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.

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XV. Subcontractors and 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 supply chain and the traceability of materials used in any of the Herbalife products 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.

XVI. 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.

XVII. 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.

XVIII. Commitment to Compliance

Suppliers are expected to allocate appropriate resources to ensure the use of and ongoing compliance with the Code, including periodic self-evaluations to ensure conformance and communicating the expectations as described under the Code to all of its employees, independent contractors, subcontractors, affiliates and business partners.

If noncompliance is discovered, the Supplier must take corrective action. If the Supplier fails to remedy an act of non-compliance in a timely manner or if the noncompliance issue creates a safety concern, Herbalife reserves the right to suspend any purchases, refuse delivery and/or return any goods or services without further obligation.

Workers in Herbalife's supply chain should 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 to Herbalife at IntegrityLine.Herbalife.com.