

# Congratulations on your decision to join Herbalife!



We are delighted to welcome you to Herbalife.

We believe our science-based products are the best and the Herbalife business opportunity is unrivaled in the direct-selling industry. We are especially proud to offer what we believe to be the **Gold Standard** in consumer protection for all our Associates. Please take the time to review the Gold Standard Guarantees. They provide valuable information that will help ensure your Herbalife Associateship experience is a positive one!

## Gold Standard Guarantees



- 1** There are no minimum purchases required and no start up costs.
- 2** There is a 100% refund guarantee on product plus shipping cost for the return of all products purchased in the prior 12 months if Associateship is cancelled for any reason.
- 3** There is no requirement to purchase any sales and business tools to start-up or succeed in your Herbalife Associateship.
- 4** We clearly define the benefit of each product and appropriate method of use directly on the product label - we want to make absolutely sure that the right products are taken the right way to achieve realistic results. We provide realistic expectations of the business opportunity, time and the effort required to succeed at all levels.
- 5** We provide clear and timely disclosures to prospective Associates regarding potential income.

### Registration Card

\_\_\_\_\_ is an authorized Independent Herbalife Associate



ID No: \_\_\_\_\_

Application Date

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Month / Day / Year

### Registration Card

\_\_\_\_\_ is an authorized Independent Herbalife Associate



ID No: \_\_\_\_\_

Application Date

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Month / Day / Year

**GOLD STANDARD GUARANTEES**

**Herbalife takes pride in the policies we have in place to protect all of our Associates. Please review the Gold Standard Guarantees and check each box to acknowledge that you have read and understood each item.**

IDENTIFICATION NUMBER

The number above will be my Herbalife ID Number once this Application is accepted

**1 There are no minimum purchases required and no start-up costs.**

No product purchases are required to become a Herbalife Associate or engage in the Herbalife business. If I choose to purchase products, I understand my purchases should not exceed my own needs or amounts I am confident I can resell in a reasonable amount of time.

➤  I have read and understood this message

**2 There is a 100% refund guarantee on product plus shipping cost for the return of all products purchased in the prior 12 months if Associateship is cancelled for any reason.**

If my Associateship is cancelled for any reason, I may return to the company unused and resalable products or sales materials that I purchased within the last 12 months for a full refund of the purchase price (including the cost of returning the products). Simply follow the directions in the "Sample Forms" section of Book 1 available online at [in.MyHerbalife.com](http://in.MyHerbalife.com).

➤  I have read and understood this message

**3 There is no requirement to purchase any sales and business tools to start up or succeed in your Herbalife Associateship.**

I am not required to purchase any business tools, and can use the promotional literature and sales tools that Herbalife makes available for free or at minimal cost. Prior to opening a Nutrition Club, including any Club with fitness activities; I must be an Associate for at least 90 days and complete the Company's Mandatory Nutrition Club Operator's Registration process and any training required at that time.

➤  I have read and understood this message

**4 We clearly define the benefit of each product and appropriate method of use directly on the product label - we want to make absolutely sure that the right products are taken the right way to achieve realistic results. We provide realistic expectations of the business opportunity and the effort required to succeed at all levels.**

We clearly define the benefit of each product and appropriate method of use directly on the product label or in the Herbalife Product Brochure - we want to make absolutely sure that the right products are taken the right way and that Associates have the correct information to talk about the products to their customers. Similarly, we provide accurate information about the financial results that Herbalife Associates have achieved so that it may be shared with those being introduced to the Herbalife business opportunity. Any claims I make about Herbalife's® products or about the Herbalife business opportunity must be lawful, true, not misleading, substantiated in writing in advance and consistent with claims made in the current materials published by Herbalife. I may not make any written, therapeutic or curative claims about Herbalife® products (whether or not they are about my own personal experience), except those stated in materials published by Herbalife, or use the name of the Food Safety and Security Authority of India (FSSAI) or any other regulatory agency when representing Herbalife® products.

➤  I have read and understood this message

**5 We provide clear, accurate, and timely disclosures to prospective Associates regarding potential income.**

People join Herbalife for many reasons. If my goal is to build an Herbalife business, I understand that it takes hard work and dedication to make it successful. I confirm I am not relying on any written or oral information or representations other than those published by the Herbalife Company about the financial results I might achieve.

To see all of your rights and obligations as an Herbalife Associate, please review Herbalife's Rules of Conduct available online at [in.MyHerbalife.com](http://in.MyHerbalife.com).

➤  I have read and understood this message

**I hereby acknowledge that I understand the Herbalife Gold Standard Guarantees.**

Applicant's Signature: \_\_\_\_\_


\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month Day Year



**HERBALIFE INTERNATIONAL INDIA PVT. LTD**  
 Condor Mirage™  
 #101/1 Richmond Road, Richmond Town,  
 Bengaluru, Karnataka, India 560025  
 Tel: (+91 80 4031 1444)  
 Fax: +91 80 4031 1445/1446

IDENTIFICATION NUMBER

The number above will be my Herbalife ID Number  
once this Application is accepted



AFFIX PHOTO  
(3.5cmX4.5cm)

Applicant's Photo

AFFIX PHOTO  
(3.5cmX4.5cm)

Spouse's Photo

**HERBALIFE ASSOCIATESHIP APPLICATION AND AGREEMENT**

This Application must be completed accurately and in its entirety in order to be considered by Herbalife International India Pvt. Ltd.

**APPLICANT INFORMATION**

<b>Last Name</b>	<b>First Name</b>	<b>Middle Name</b>

\*Prior to commencement of food business it is mandatory to obtain FBO registration/license


**Residential Address (P.O. Boxes are not accepted)**

	-	
<b>City</b>	<b>State</b>	<b>PIN Code</b>

<b>Country Code</b>	<b>Area Code</b>	<b>Day Phone</b>

<b>Country Code</b>	<b>Mobile Phone</b>

<b>Country Code</b>	<b>Area Code</b>	<b>Evening Phone</b>

By providing your phone number you have consented to receive telephonic communications and thus override your registration under DND.

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**Email Address** Your email address must be unique and not shared by another Associate. By providing your email address, you have consented to receive commercial email communications from Herbalife.

<b>Date of Birth (month - spelled out)</b>	<b>(day)</b>	<b>(year)</b>	<b>(age)</b>	

**Please tick applicable document:** Proof of address/ Proof of identity - Voter ID  Ration Card (only if it contains applicant's photograph)  Aadhaar Card  Drivers License  Passport  PAN Card   
**Attach copy of document along with the application.**  
**If PAN is attached please include one document for address as mentioned above.**

<b>Applicant's Indian proof of address</b>	<b>Applicant's Indian proof of identity</b>	<b>FSSAI Registration number (Mandatory)*</b>

<b>Spouse's Last Name</b>	<b>First Name</b>	<b>Middle Name</b>

\*Spouse's name is for recognition purposes only and is not an indication of ownership or entitlement.

**SPONSOR'S INFORMATION**

Sponsor's Name (print) \_\_\_\_\_

Phone \_\_\_\_\_

Sponsor's Herbalife ID Number \_\_\_\_\_

**SUPERVISOR'S INFORMATION**

Supervisor's Name (print) \_\_\_\_\_

Phone \_\_\_\_\_

Supervisor's Herbalife ID Number \_\_\_\_\_

**A Associateship**

**1. Becoming a Associate:** I hereby apply to be an Associate of Herbalife on the terms and conditions set forth below and in the "Materials" (as defined below). I will become an Associate only when this Application is accepted by Herbalife in its sole and absolute discretion by entering my Associateship into its records at Herbalife's Office in India. Until then, I am granted a limited, revocable right to buy and, if I choose, to resell Herbalife® products.

**2. Prior Associateship or Participation:** I acknowledge that the Rules of Conduct require a one-year period of inactivity following: resignation of any prior Associateship or Distributorship, and I represent and warrant to Herbalife that such time has passed.

If my spouse or I previously owned or assisted in the operation of an Herbalife Associateship or Distributorship, I will complete the following information which I represent and warrant is true:

Prior Associateship ID: \_\_\_\_\_ Name: \_\_\_\_\_ Application Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date of last activity in connection with that Associateship: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year Month Day Year

**I hereby acknowledge that I have reviewed and understand this Herbalife Associateship Application and Agreement, including all of the documents defined herein as "Materials", which are incorporated herein, and that I agree to be bound by all of them.**

Applicant's Signature : \_\_\_\_\_  
Month Day Year

## A Associateship (CONTINUED)

- 3. Herbalife Associate Materials:** The Materials include the Terms and Conditions of doing the Herbalife Business, Books 1 & 2 which include the Sales & Marketing Plan and the Rules of Conduct ("Rules"), as well as the Policy Statement on Expenditures by New Associates, the Corporate Policy Statement on Sales Aids and Business Tools and other documents. (These are referred to collectively as the "Materials" and by this reference are incorporated herein, and together with this Application, constitute the entire "Agreement" between Herbalife and me). The Materials, which may be modified from time to time by Herbalife in its sole and absolute discretion are effective upon publication, and may be obtained in their current form on [in.MyHerbalife.com](http://in.MyHerbalife.com).
- 4. Term:** The term of the Agreement will be annual, automatically renewable from year to year thereafter, subject to requirements which Herbalife may determine from time to time in its discretion. I may cancel or terminate my Associateship by notifying Herbalife in writing that I wish to do so. Herbalife may cancel or terminate my Associate-ship by giving me a one month notice of the same. Herbalife may cancel or terminate my Associateship forthwith if it determines that I or persons participating in my Herbalife Associateship have violated the Agreement.
- 5. Refunds:**
  - a. Satisfaction Guarantee:** If I am not completely satisfied with any Herbalife® product purchased at any time for my own consumption (whether directly from Herbalife or from an Herbalife Associate) I may return it to the Company within 30 days of purchase in exchange for other products, as provided in the Rules - Satisfaction Guarantee.
  - b. Refund for Inventory:** Following the cancellation (by me or by Herbalife) of my Associateship, I shall have the right to resell to Herbalife and receive a refund of the price I paid for unused and resalable products and sales materials and which I purchased from Herbalife directly or indirectly through another Associate within the last 12 months, as provided in the Rules - Inventory Repurchase.
  - c. How to Obtain a Refund:** To obtain a refund or exchange as provided in (a) or (b) above, I may follow the directions provided in the "Sample Forms" section of Book 1 available at [in.MyHerbalife.com](http://in.MyHerbalife.com), or by contacting Herbalife at +91-80-40311444.
- 6. Transfers:** My Associateship or any interest in my Associateship may only be assigned or transferred as provided in the Rules and only with the prior written consent of Herbalife, given or withheld by Herbalife in its sole and absolute discretion. Herbalife may assign this Agreement without my consent.

## B The Herbalife Business Opportunity

- 1. Diligent Inquiry:** If I wish to consider engaging in an Herbalife business, by selling Herbalife® products or sponsoring other Associates to do so, I agree as an essential part of that consideration, to carefully review the Materials available on [in.myherbalife.com](http://in.myherbalife.com). Herbalife encourages careful prior review so I will be informed about the potential risks, benefits and rules applicable to Associates engaged in business activities.
- 2. Compensation I Might Receive or Income that I Might Earn:** I hereby represent, warrant and agree that I am not relying upon and that I will not rely upon any written or oral information or representations other than those published by the Herbalife Company about the financial results I might achieve.
- 3. Promote the Sale of Products:** I will promote the sale of Herbalife® products to consumers as detailed in the product information guide in a manner that enhances the reputation of Herbalife. My success will only come from product sales to my customers for their consumption and to my downline for their consumption and resale to others.
- 4. Product and Other Purchases:** I am not required to purchase products or maintain an inventory to succeed or advance as an Herbalife Associate. I may not purchase product primarily to qualify to earn compensation, as opposed to purchases which I freely choose to make for my own consumption and amounts I consider reasonable to service my customers. I am also not required to purchase sales aids or attend meetings or events.
- 5. Building a Sales Organization:** I am aware that I will earn no compensation or other economic benefit for recruiting other Associates. If I choose to sponsor others as Herbalife Associates in order to build and maintain a downline sales organization, my earnings will be based on product sales to my customers for their consumption and to my downline for their consumption and resale to others. This multilevel compensation business opportunity is detailed in Herbalife's Sales & Marketing Plan, which is available to all Associates online at [in.MyHerbalife.com](http://in.MyHerbalife.com).

## C Miscellaneous Legal Provisions

- 1. Damages:** Neither Herbalife nor I shall be liable for any incidental, indirect or consequential damages caused by breach, termination or suspension of this Agreement, whether or not the possibility of such damages is known by either party, and no punitive or exemplary damages shall be awarded against either of us in any dispute against the other except as explicitly required by applicable laws.
- 2. Waiver and Delay:** Herbalife may address Rules violations or other breaches of its Agreement with any Associate in its sole and absolute discretion. No failure, refusal or neglect of Herbalife to exercise any right, power or option under any agreement with any Associate, shall constitute a waiver of the provisions or a waiver by Herbalife of its rights at any time under the Agreement.
- 3. Severability:** If any one or more of the provisions contained herein shall for any reason be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provisions shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision.
- 4. Private Statute of Limitations:** Despite any law or equitable doctrine or authority to the contrary, any claim, whether brought by Herbalife or by me, shall be brought within one (1) year from the date the person or entity asserting the claim first knew, or through the exercise of reasonable diligence should have known or suspected, the facts which underlie the claim.
- 5. Choice of Law and Forum:** The Agreement, and any dispute arising from the relationship between Herbalife and Associates, shall be governed by the substantive laws of the Union of India without the application of conflict of law principles. Any such dispute shall be resolved exclusively in a judicial proceeding in the competent court located in Bangalore governed by the laws of the Union of India.
- 6. Indemnification:** I will indemnify, defend and hold harmless Herbalife from any cost or liability relating to or arising from my breach of this Agreement or the conduct of my Herbalife business. Herbalife may offset reasonable amounts against amounts which would otherwise be due to me to cover such indemnity.
- 7. Binding Terms:** The Agreement shall be binding upon and inure to the benefit of the parties, their heirs and permitted successors in interest.

I agree that,

### A. Independent Contractor

**Self-employed:** I will be a self-employed independent contractor, (determining my own schedule and objectives, responsible for my own expenses and any applicable taxes - including self-employment taxes), not an employee, agent, franchisee, securities holder, joint venture, fiduciary or beneficiary of Herbalife or any other Associate. I will not be treated as an employee with respect to such services for any Central and/ or State tax purposes, nor will I be treated as an employee for any other purpose. As an independent contractor, I agree that I shall have no rights or benefits that an employee of Herbalife may have nor will I make any claim to the contrary.

### B. Important Corporate Statements

The Corporate Statements referenced below, and other important policies are contained in the Materials available online at [in.MyHerbalife.com](http://in.MyHerbalife.com) or from Herbalife Associate Services and are hereby incorporated by this reference. I agree to carefully review those Statements prior to any decision or action to engage in the Herbalife business, including but not limited to reselling Herbalife® products, sponsoring other Associates or both.

**Expenditures and Business Methods:** The [Policy Statement on Expenditures by New Associates](#) and the [Corporate Policy Statement on Sales Aids and Business Tools](#) set forth Herbalife's positions and recommendations with respect to the matters they cover.

### C. Purchases

1. **No required purchase:** There is no required purchase to become, succeed, or advance as an Herbalife Associate.
2. **Product Purchases:** All product purchases are optional, as are the purchase of any sales aids. I may not purchase product primarily to qualify to earn compensation, as opposed to purchases for my own consumption and amounts I consider reasonable to service my customers.
3. **Sales Aids:** Herbalife does not endorse or recommend sales aids produced or sold by others and shall have no responsibility if I decide to purchase them. I may not buy, nor may I, directly or indirectly, sell, promote, recommend, refer, facilitate or take any action which Herbalife might deem to encourage or promote the purchase, use or sale by another Associate of leads, leads-related advertising, advertising slots or decision packs.

### D. Further Agreements

1. **Sales of Herbalife® Products:** I will promote the sale of Herbalife® products as detailed in product information guide in a manner that enhances the reputation of Herbalife. My success will only come from sales of Herbalife® products by me and those I have sponsored, directly or indirectly, for consumption and resale.
2. **Illegal Practices:** I will not engage in any deceptive, unfair or illegal practices, and I will comply with applicable law. I will comply with Herbalife's Rules of Conduct published in the countries in which I conduct any aspect of the Herbalife business.
3. **Obligations of Sponsorship:** If I sponsor others to become Associates, I will do so in an ethical and lawful manner, and in compliance with this Agreement and applicable law. Thereafter, I will use best efforts to train, assist and support those I sponsor to do the same, and I will communicate and lead by example.
4. **Representations:** I will make no representations about Herbalife's® products or business opportunity except in compliance with Herbalife's Rules and applicable law.
5. **Conduct:** Herbalife is a family-oriented business that expects its Associates to conduct themselves with the highest ethics and integrity. I agree to do so. I represent and warrant that I have not been convicted of a crime involving dishonesty, moral turpitude, or violence to others.
6. **Non-Solicitation of Other Associates While I am an Herbalife Associate:** During the term of my Associateship, neither I nor my spouse will, directly or indirectly (through or by means of any person, entity or artifice), solicit, promote, sponsor or recruit any Herbalife Associate or any customer of Herbalife of whom my spouse or I became aware in the course of the Herbalife Associateship, to join, promote, sell or purchase products of, or participate (as a salesperson or otherwise) in any multilevel marketing or direct sales company and neither of us will encourage anyone to do what I have agreed we will not do.
7. **Intellectual Property and Confidential Information:**
  - a. From time to time, I may receive personally identifiable information ("PII"), from Herbalife relating to my downline. I may not use this PII for any other purpose than to develop my Herbalife business relationship with my downline, unless I have received consent from the downline Associate to use the PII for other purposes. I will abide by applicable data protection laws at all times, including international data transfer restrictions. I shall be responsible for the use that I make of the PII of my downline once Herbalife has transmitted it to me. I shall also hold the PII I receive from Herbalife on my downline Associates at all times in strict confidence.
  - b. I am hereby granted during the term of my Associateship, a limited, revocable right to use Herbalife's trade name, logo, trademarks and certain intellectual property only if and to the extent expressly permitted under the terms of the Agreement or by Herbalife in writing.
  - c. During the term of an Associateship and thereafter for so long as they have economic value, my spouse and I will hold in confidence and trust for the exclusive benefit of Herbalife any trade secrets, formulas, business plans, or confidential or proprietary business information (including, without limitation, genealogies and other compilations of identifying and other data relating to other Associates or customers), and any other information of commercial value relating to other Associates or customers, provided by Herbalife or that I or we developed or obtained while an Associate, and neither I nor my spouse will use them, directly or indirectly, for any purpose other than the conduct of the Herbalife Associateship.
  - d. I authorize Herbalife to videotape and photograph me and I grant Herbalife my consent to use my name, photograph, video images, personal story and information I provide to Herbalife, and likeness in Herbalife related promotional materials. I hereby waive all claims for payment for such use.

## SUPPLEMENTARY ASSOCIATESHIP AGREEMENT

IDENTIFICATION NUMBER

The number above will be my Herbalife ID Number once this Application is accepted

This supplementary agreement to the Agreement of Associateship dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

### Between

**Herbalife International India Private Limited, a company incorporated and registered under the Companies Act, 1956, having its Registered Office at No. 14, Commissariat Road, Bangalore 560 025** (hereinafter referred to as "Herbalife" which expression unless repugnant to the context shall mean and include its successors-in-interest/business) represented by its Authorized Signatory.

### AND

**Mr/Ms/Mrs \_\_\_\_\_** aged about \_\_\_\_\_ years S/O / D/o \_\_\_\_\_, residing at \_\_\_\_\_

(hereinafter referred to as "Associate/Direct Seller") which expression Unless repugnant to the context shall mean and include his/her legal heirs.

[Each party to this agreement are hereinafter individually referred to as a "Party" and collectively as "Parties"]

### Whereas,

- A. The Ministry of Consumer affairs, Food & Public Distribution, Department of Consumer affairs, Krishi Bhawan, New Delhi has issued Direct Selling Guidelines 2016 gazetted vide G.S.R. 1013(E) dated 26th October 2016. According to which Guidelines, (sub clause 3 of clause 6) Direct Selling Entities have been made responsible, inter alia, for monitoring and controlling the practices/methods adopted by the Direct Sellers.
- B. The aforesaid Guidelines also require that the Direct Selling Entities shall be responsible for compliance of these Guidelines by any member of its network of direct selling (sub clause 8 of clause 3).
- C. The aforesaid Guidelines further require the Direct Selling Entities to enter into an agreement with Direct Sellers prior to enrolment as Direct Sellers/Associates of Herbalife specifying the terms and conditions of the business transactions in line with these Guidelines.
- D. Pursuant to the issuance of the said Guidelines on Direct Selling as aforesaid, parties hereto have discussed in detail and Associates/Direct Sellers have specifically acknowledged that they have understood the need for entering into this supplementary agreement and accordingly agreed to execute this supplementary agreement, under the terms and conditions hereinafter appearing in this agreement.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Associate/Direct Seller acknowledges and confirms that he/she has completely studied in detail the aforesaid Direct Selling Guidelines 2016 gazetted vide G.S.R. 1013(E) dated 26th October 2016 ("Guidelines") by the Department of Consumer Affairs, Ministry of Consumer Affairs, Food and Public Distribution, Government of India and available on in.MyHerbalife.com and undertakes to adhere to all the relevant clauses of the said Guidelines, including but not limited to the obligations mentioned in clause 5 of the aforesaid Guidelines on direct selling, as amended from time to time, at all times. For the sake of brevity, and ready reference for adherence, the contents of clause 5 have been reproduced hereinafter below:-

#### Clause 5: Certain Obligations of a Direct Seller (Extracted from Direct Selling Guidelines 2016)

1. Direct Seller engaged in direct selling should carry their identity card and not visit the customer's premises without prior appointment/approval;
2. At the initiation of a sales representation, without request, truthfully and clearly identify themselves, the identity of the direct selling entity, the nature of the goods or services sold and the purpose of the solicitation to the prospective consumer;
3. Offer a prospective consumer accurate and complete explanations and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service;
4. Provide the following information to the prospect / consumers at the time of sale, namely:
  - a. Name, address, registration number or enrolment number, identity proof and telephone number of the direct seller and details of direct selling entity;
  - b. A description of the goods or services to be supplied;
  - c. Explain to the consumer about the goods return policy of the company in the details before the transaction;
  - d. The Order date, the total amount to be paid by the consumer along with the bill and receipt;
  - e. Time and place for inspection of the sample and delivery of good;
  - f. Information of his/her rights to cancel the order and / or to return the product in saleable condition and avail full refund on sums paid;
  - g. Details regarding the complaint redressal mechanism;
5. A direct seller shall keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable law.

6. A direct seller shall not:
- Use misleading, deceptive and / or unfair trade practices;
  - Use misleading, false, deceptive, and / or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of Direct Selling to any prospective direct seller, in their interaction with prospective direct sellers;
  - Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;
  - Present any advantages of Direct Selling to any prospective direct seller in a false and / or a deceptive manner;
  - Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Direct Selling operation, including remuneration system and agreement between the Direct Selling entity and the direct seller, or the goods and / or services being sold by such direct seller which is false and / or misleading;
  - Require or encourage direct sellers recruited by the first mentioned direct seller to purchase goods and / or services in unreasonably large amounts;
  - Provide any literature and / or training material not restricted to collateral issued by the Direct Selling entity, to a prospective and / or existing direct sellers both within and outside the parent Direct Selling entity, which has not been approved by the parent Direct Selling entity;
  - Require prospective or existing direct sellers to purchase any literature or training materials or sales demonstration equipment.

- The Associate/Direct Seller declares that he/she is entitled to receive any remuneration(s) or incentive(s) from the sponsorship of new direct sellers into Herbalife's Direct Selling Business, as per business terms and conditions of Herbalife.
- The Associate/Direct Seller undertakes that he/she shall not impose a requirement on a prospective and/ or any existing direct seller at any time:
  - To pay any registration, entry, renewal fees or any such other consideration in whatsoever name it is called in order to participate in Herbalife's Direct Selling Business, except for purchase of goods, availing any services.
  - To purchase any sales demonstration equipment(s) /material(s) in order to participate in Herbalife's Direct Selling Business.
- The Associate/Direct Seller acknowledges and agrees that the Herbalife Associateship Agreement [Section B.4 of the Associateship Agreement] does not require the Herbalife Associate/Direct Seller to purchase goods or services (i) for an amount that exceeds an amount for which such goods or services can be expected to be sold or resold to consumers; (ii) for a quantity of goods or services that exceeds an amount that can be expected to be consumed by, or sold or resold to consumers.
- The Associate/Direct Seller acknowledges and agrees that the Herbalife Associateship Agreement that has been signed with Herbalife contains all the material terms of participation as outlined in the aforesaid Guidelines, such as:
  - Buy-back or Repurchase Policy [Section A.5(b) of the Associateship Agreement]
  - Cooling off Period [Section A.5(a) of the Associateship Agreement]
  - Warranty [Section A.5(b) of the Associateship Agreement]
  - Refund for unsold inventory [Section A.5(c) and(d) and of the Associateship Agreement]
- The Associate/Direct Seller acknowledges and agrees that Herbalife's remuneration system as sales incentives under various terms/nomenclature, outlined in Book 1, clearly discloses the method of incentivising for all its direct sellers/ Associates and that all direct sellers receive remunerations only from the sale of Herbalife® products [Section B.5 of the Associateship Agreement].
- The Associate/Direct Seller hereby undertakes to provide a mandatory orientation session to all prospective direct sellers providing fair and accurate information on all aspects of the direct selling operation, including but not limited to the sales incentive methods/ system and expected sales incentives for newly recruited direct sellers
- The Associate/Direct Seller further undertakes that all necessary and appropriate steps shall be taken to ensure the protection of all private information provided by a consumer as confidential at all time.
- The Associate/ Direct Seller shall ensure to respect all applicable statutes with respect to Direct Selling business, including all relevant provisions of the Consumer Protection Act 1986
- The Associate/Direct Seller hereby attaches his/her proof of Identity and proof of address as specified in Clause 3.3 of the aforementioned Guidelines.

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Age:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_



Herbalife is a proud Member of the Indian Direct Selling Association and a Signatory to the IDSA Code of Ethics.