

## BIZWORKS SUBSCRIPTION AGREEMENT

It's important that you read the BizWorks Subscription Agreement below. If you agree to all the terms, simply accept and click "Submit" to complete your subscription to BizWorks.

### I. GENERAL

1. As specified on an earlier screen presented to me in the application process, I am applying to subscribe to BizWorks Downline Services ("BizWorks") as it is provided generally from time to time by Herbalife International of America, Inc. ("Herbalife") to authorized Independent Herbalife Member who subscribe to BizWorks. I understand that BizWorks may change from time to time without advance notice, and that the specifications for BizWorks in effect at any time will be available to me at [www.myherbalife.com](http://www.myherbalife.com) or such other web location as may be identified to me from time to time by Herbalife. Herbalife may suspend or terminate BizWorks at any time without advance notice.

I ACKNOWLEDGE THAT ANY OR ALL OF BIZWORKS MAY BE PROVIDED BY THIRD PARTIES ON BEHALF OF HERBALIFE. I AGREE THAT ANY THIRD PARTY PROVIDER OF BIZWORKS SHALL BE AN EXPRESS BENEFICIARY OF ALL RELEVANT PROVISIONS OF THIS AGREEMENT.

2. My subscription is subject to Herbalife's acceptance of my application. By submitting this application, I am agreeing to all the terms and conditions set forth in this screen and the other screens presented to me as part of the application process, including Herbalife's Terms of Use (collectively, the "Agreement"). Herbalife may amend such terms and conditions at any time on notice to me. Unless I terminate my subscription within 30 days after such notice, I will be deemed to have accepted such amendment and the "Agreement" shall thereafter include such amendment. I am further agreeing to abide by all of Herbalife's rules, regulations, policies and procedures, as amended from time to time, relating to BizWorks. I understand that Herbalife's rules, regulations, policies and procedures relating to BizWorks may change from time to time without advance notice, and that such rules, regulations, policies and procedures in effect at any time will be available to me at [www.myherbalife.com](http://www.myherbalife.com).

3. If Herbalife accepts my subscription, it will use commercially reasonable efforts to commence providing BizWorks to me reasonably promptly hereafter.

4. I may terminate my subscription to BizWorks by calling Member Relations at (866) 866-4744. Such termination shall only take effect on the last day of my then current monthly billing cycle. I shall continue to be liable for any monthly charges through and including the effective date of termination, without pro-rata, and shall in no event be entitled to any refund from Herbalife for the remainder of any monthly billing cycle.

5. My subscription to BizWorks shall terminate automatically and without prior notice upon the termination or deletion of my Herbalife Membership. In addition, and notwithstanding any provision of my Agreement of Membership or any Herbalife rules, Page 2 of 7 regulations, policies and procedures, Herbalife may temporarily suspend or permanently terminate my subscription to BizWorks at any time with or without giving prior notice, for any reason or no reason. Any monthly fees shall abate during the period of any actual suspension of my subscription to BizWorks, and Herbalife will refund any unearned monthly fees on a pro-rata basis (based on the number of days in the billing cycle occurring after the termination date) in the event of a permanent termination by Herbalife of my subscription to BizWorks.

6. During the period of any suspension of BizWorks or my subscription, and from and after any termination of BizWorks or my subscription, I understand that I shall have no access to order entry information or any other information in or functionality of BizWorks, except as otherwise permitted by Herbalife in its sole discretion.

7. No termination of this Agreement will relieve me of any liability that arose before such termination. I understand that the following provisions of this Agreement will survive any termination of BizWorks or my subscription: Secs. I.1, II.1, II.2, IV, V and VI.

### II. MY MEMBERSHIP

1. I understand that I continue to be bound by all of my existing agreements with Herbalife (including the Agreement of membership), and that I must continue to comply with such agreements and with all of Herbalife's rules, regulations, policies and procedures as amended from time to time. This Agreement sets forth obligations specific to BizWorks that are in addition to such existing agreements, rules, regulations, policies and procedures.

2. My subscription for BizWorks does not change my legal relationship as an independent member of Herbalife products. In particular:

It is my sole responsibility to maintain my own books and records of all transactions and communications with my member downline organization and customers, and to maintain protection against destruction of or tampering with my data or data made available to me. Herbalife does not undertake to maintain, or provide back-up and recovery of, any data.

I am responsible for safeguarding the confidentiality of nonpublic personal information of my Member downline organization and customers in my possession or control, including identities, credit card numbers, and the like, that are transmitted to me through, or otherwise input into, BizWorks. I understand that I have independent responsibilities for complying with national, federal, state and local laws and regulations relating to the protection, use and disclosure of business and consumer information provided to me by my actual or prospective customers and leads, whether through BizWorks or otherwise. I understand that Herbalife will have access to all information regarding my customers and leads and any customer orders placed through, or input into, BizWorks, and will be entitled to use such information in its sole discretion.

#### III. FEES

In the event that Herbalife accepts my subscription, I will pay the initial and ongoing fees and charges as set below:

1. Herbalife is authorized to charge all fees for BizWorks, in advance, to the credit card I designate in this application, or such other credit card as I shall provide from time to time. The failure of the issuer of my credit to honor such a charge shall constitute material breach of this Agreement and Herbalife, in its discretion, may terminate this Agreement at any time thereafter without notice.

2. Upon the activation of my BizWorks subscription, and each month thereafter for so long as I subscribe to BizWorks, Herbalife is authorized to charge the Monthly Fee (as specified on an earlier screen presented to me in the application process) against the designated credit card. Each Monthly Fee will pay for BizWorks for the month or fraction thereof then following. Herbalife may change the Monthly Fee on 30 days' notice to me. Unless I terminate my subscription within the 30 day period, I will be deemed to have accepted the changed Monthly Fee.

3. Herbalife may offer additional services beyond BizWorks for fees in addition to the Monthly Fee. My ordering of such services from Herbalife constitutes my authorization to Herbalife to charge the designated credit card with the amounts posted by Herbalife for such services.

4. All purchases of merchandise by me from Herbalife are covered by my Agreement of Membership and other agreements between Herbalife and me, and not by this Agreement. Nothing in this agreement shall imply any right to purchase on credit, to receive any discount, or to receive any preferential allocation of merchandise or other preferred treatment by Herbalife.

#### IV. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

1. As between Herbalife and me, Herbalife, its licensors, and/or its service providers retain all right, title, and ownership in and to all of their respective trademarks and logos, all software and technology supporting or involved in providing BizWorks, Herbalife's Confidential Information (as defined below), and all worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights, whether now known or hereafter recognized in any jurisdiction, related thereto (collectively, "Intellectual Property Rights"). Herbalife is only delivering services to me under this

agreement and has not granted me any licenses, express or implied, with respect to any software or other subject matter. Any rights not expressly granted to me under this Agreement are reserved by Herbalife, its licensors and service providers, as applicable.

2. Herbalife may from time to time during the term of this Agreement disclose to me certain Confidential Information. "Confidential Information" means information designated as confidential or which ought to be considered as confidential from its nature or the circumstances surrounding its disclosure, including, without limiting the generality of the foregoing, data, any source code embedded in BizWorks, scripts, plug-ins, applets or similar features that may be made available to me from time to time, and information regarding Herbalife's or its service providers's and licensors's policies, strategies, operations, finances, plans, customers and suppliers, software and services.

3. I will not use any Confidential Information for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information only to my employees who have a need to know such Confidential Information for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than my duty hereunder. I will protect Herbalife's Confidential Information from unauthorized use, access, or disclosure in the same manner as I protect my own confidential or proprietary information of a similar nature, and with no less than reasonable care. Any disclosure by my affiliates, directors, officers, employees, agents, or contractors shall be deemed to be disclosure by me, and I shall be liable therefor as if I had disclosed the Confidential Information.

4. My obligations under the preceding section with respect to any Confidential Information will terminate if such information: (a) was already known to me at the time of disclosure by Herbalife; (b) is disclosed to me by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of mine has become, generally available to the public; or (d) is independently developed by me without access to, or use of, Confidential Information. In addition, I will be allowed to disclose Confidential Information to the extent that such disclosure is: (i) necessary for me to enforce my rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body. In the latter case, I will use my best efforts to: (x) protect against public disclosure by the judicial or administrative body or applicable litigant; and (y) notify Herbalife of the potential disclosure on a sufficiently timely basis so as to permit Herbalife to take action to protect against further disclosure.

5. At Herbalife's request, I shall unconditionally return to Herbalife all Confidential Information in my possession not needed to make use of BizWorks. Upon termination of my subscription to BizWorks, I shall unconditionally return to Herbalife or destroy all Confidential Information relating to BizWorks. Herbalife may visit my premises during normal business hours to review my compliance with the terms of this Section.

6. I will not: (i) distribute, sublicense, lease, rent, loan, or otherwise transfer or provide access to BizWorks or any software or technology used to provide BizWorks; or (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for any such software. I will not remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Herbalife or its licensors or their respective service providers on or within any web pages or other materials provided as part of BizWorks.

7. I understand that in order for Bizworks to function properly, Herbalife will need to provide certain of my personal information, and those of my customers, to third parties in order to generate the necessary functionality of the BizWorks site. I hereby consent to such transfer of my personal information and have secured the consent of my customers to such transfers. Should I or any customer remove their consent or not consent initially, I will inform Herbalife so that it can make arrangements to restrict the transfer of such customer personal information. I may inform Herbalife by contacting: Member Relations at 866-866-4744 or contact us at: 800 West Olympic Blvd., Suite 406, Los Angeles, CA 90015 or [privacy@herbalife.com](mailto:privacy@herbalife.com). I understand and agree that I will be liable for any breach of this representation and will indemnify Herbalife fully for any breach of Page 5 of 7 data privacy laws related to the transfer to third parties of my customers' personal information.

## V. COMPLIANCE WITH LAWS; DISCLAIMERS; INDEMNITIES; LIMITS OF LIABILITY

1. At my expense, I shall comply with all applicable laws, rules and regulations regarding my activities related to this Agreement and my use of BizWorks.

2. I AGREE THAT HERBALIFE AND ITS SERVICE PROVIDERS PROVIDE BIZWORKS, INCLUDING ANY SOFTWARE USED IN CONNECTION WITH SUCH SERVICES, "AS IS," WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HERBALIFE EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS REGARDING THIS AGREEMENT AND ANY SUCH SERVICES AND THE SOFTWARE AND TECHNOLOGY USED TO PROVIDE SUCH SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. HERBALIFE DOES NOT WARRANT THAT BIZWORKS WILL BE CONTINUOUSLY AVAILABLE OR THAT THE USE OF BIZWORKS WILL BE UNINTERRUPTED.

3. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL DAMAGES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF BIZWORKS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. I agree to indemnify, defend, and hold Herbalife and the service providers supporting BizWorks harmless from and against any and all liabilities, losses, damages, costs and expenses, including without limitation reasonable attorneys' fees and expenses (collectively, "Losses"), that Herbalife or its service providers or licensors may incur resulting from any action, suit, claim or proceeding in any form by any third party arising from or related to: (i) any allegation that (a) any trademarks used by me infringe any trademark rights of any third party; (b) any content delivered by me to any person infringes upon any Intellectual Property Rights or rights of privacy or publicity; (c) any content I provide to any person using BizWorks contains harassing, defamatory, libelous, abusive, threatening or obscene materials; or (d) I did not have the right to disclose information to Herbalife or that I otherwise violated any privacy policy; (ii) any misrepresentation, misstatement, or inaccurate information communicated by me to any third party regarding BizWorks and associated software, their specifications, and/or their capabilities; (iii) my breach of my obligations with respect to Confidential Information; and (iv) any violation of law by me or any persons under my control.

5. EXCEPT AS SET FORTH IN THIS SECTION, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR BIZWORKS, WHETHER IN CONTRACT, IN TORT, UNDER A THEORY OF STRICT LIABILITY, OR OTHERWISE, WILL BE LIMITED TO THE AGGREGATE AMOUNT ACTUALLY PAID BY ME TO HERBALIFE ON ACCOUNT OF BIZWORKS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. HERBALIFE'S SERVICE PROVIDERS WILL HAVE NO LIABILITY OF ANY NATURE TO ME Page 6 of 7 UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT ARE REASONABLE AND A FUNDAMENTAL PART OF THIS AGREEMENT, AND THAT HERBALIFE AND I WOULD NOT AGREE TO ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS. Notwithstanding the foregoing, there shall be no limit on my liability to Herbalife with respect to (i) Losses otherwise recoverable by Herbalife as an indemnitee pursuant to this Agreement, or (ii) damages caused by my willful misconduct or gross negligence.

## VI. GOVERNING LAW

All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, or the rights and obligations of (i) me, on the one hand, or (ii) Herbalife and its officers, directors and employees (collectively, the "Herbalife Entities"), on the other hand, in connection with this Agreement or BizWorks shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

## VII. BizWorks eCard and EMAIL Services

1. You will not use the eCards and email Services provided in BizWorks (Services) in a manner that violates any law or regulation. Neither You nor any of Your affiliates will use the Services for purposes of, or transmit via the Services, (i) any unlawful, fraudulent,

libelous, defamatory, obscene, pornographic, profane, threatening, abusive or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations; (ii) any chain letters or other deceptive, misleading, and/or fraudulent content; (iii) any unsolicited commercial or non-commercial communication; (iv) any emails with deceptive, misleading or false subject lines or header information that makes it difficult to identify the initiator of the email; or (v) any information containing a virus, Trojan horse, worm, or other harmful component.

2. You certify that you will use the Services only to send eCards and emails to customers and prospects that have directly consented (opted-in) to receive email from you. Additionally, you agree that you will not send unsolicited email (spam) via our system.

a. Each person as to whom email addresses are used in BizWorks for the purpose of sending eCards or commercial emails by You or any of Your affiliates (i) will be categorized as an "opt-in" recipient by his, her or its agreement with You to receive such information via email, and (ii) has not or will not have notified You or any of Your affiliates of his, her or its desire not to receive email (i.e., no such person has "opted out" of the receipt of email with respect to You or Your products or services or any of Your affiliates or their products or services).

b. For any opt-in list of email addresses used in BizWorks, you agree to provide us, upon request, with the source of the email addresses, the method used for recipient signup, and details surrounding the process used, and whatever other information relates to the transaction or sign-up process used. This includes, but isn't limited to, date and time of sign up, IP address of signup, website signed up from, and whatever other information the client asked of the recipient at point of sign up.

3. We require you reconfirm permission using the "Invite" feature in the Contact Manager or stop mailing any customer, prospect or existing list when it is determined to be in violation of our anti-spam policies. Repeated violations or failures to comply with our policies will result in termination of your access to the BizWorks eCard and Email Services.

4. Herbalife does not buy or sell email lists, nor do we allow Members to use purchased or harvested email lists. You certify that you will not use rented or purchased lists, email append lists, or any other list that contains email addresses captured in any other method than opt-in. The use of opt-out lists is prohibited in our system. Herbalife retains the right to review your lists, eCards and emails to verify that you are abiding by the privacy and permission policies set forth herein. You are required to comply with our policies and all applicable laws.