

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

In consideration for the disclosure to me, an Herbalife Independent Distributor, of Confidential Information (as defined below) of Herbalife International, Inc. I understand and agree that:

All data and reports relating to my downline or upline (collectively "Lineage Reports"), including, but not limited to, name, address, identification number, telephone number, email address, fax number, level or rank, volume and sales statistics, economic activities and all data contained therein, are confidential, proprietary trade secrets of Herbalife (hereinafter, "Confidential Information").

I further understand and agree that during any term as a Distributor of Herbalife International and for a period of three (3) years after termination or expiration of the Agreement of Distributorship, regardless of the basis for termination or expiration, I shall not, on my behalf, or on behalf of any other person, partnership, association, corporation or other entity:

1. use or disclose any Confidential Information, to any person, partnership, association, corporation or other entity, directly or indirectly;
2. use or disclose the Confidential Information for any purpose other than promoting Herbalife; or
3. use the Confidential Information to solicit any Distributor or Customer of Herbalife or in any manner attempt to influence or induce any Distributor or Customer to alter their business relationship with Herbalife.

I will not collect, distribute or gather Confidential Information or personal or aggregate information about other Herbalife Distributors or their customers, except in connection with assisting and training my downline and solely for the purpose of promoting my Herbalife business. I understand that Confidential Information is provided to me in strictest confidence and is made available to me for the sole purpose of supporting the Customers and Distributors in my downline to further develop their Herbalife business. I understand that I am permitted to use the Confidential Information to instruct, motivate and train my downline. I agree that, but for this Agreement of Confidentiality and Nondisclosure, Herbalife would not provide Confidential Information to me.

I acknowledge that any unauthorized disclosure or use of Confidential Information would cause immediate and irreparable injury or loss to Herbalife International, Inc. Accordingly, if I fail to abide by this Agreement, Herbalife shall be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement without the posting of any bond and without proof of this Agreement, and to judgment for damages caused by the breach and to any other remedies provided by applicable law. I further acknowledge that Herbalife reserves the right to bring any legal action related to the Agreement in Hong Kong SAR courts, or in any other forum and jurisdiction Herbalife deems appropriate, for any and all issues or disputes arising out of the obligations contained herein. The breaching party agrees to reimburse the other party for all costs and expenses, including attorneys' fees and costs, incurred in attempting to enforce the obligations pursuant to this Agreement.

If a court of competent jurisdiction determines that one of more provisions of this Agreement is in any respect unenforceable, invalid or illegal in any jurisdiction, such unenforceability, invalidity or illegality shall not effect any other provision of this Agreement, which shall be construed as if such unenforceable, invalid or illegal provision had never been a part hereof.

This Confidentiality and Nondisclosure Agreement shall survive the termination or expiration of the Agreement of Distributorship.