



HERBALIFE INTERNATIONAL OF AMERICA, INC.  
P.O. Box 80210  
Los Angeles, California 90080-0210  
Tel: (310) 410-9600

Sales Order Department  
Tel: (866) 866-4744  
TTY User: (800) 503-6180

IDENTIFICATION NUMBER

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

## HERBALIFE PREFERRED MEMBERSHIP APPLICATION AND AGREEMENT

This Application must be completed accurately and in its entirety in order to be considered by Herbalife International of America, Inc.

### APPLICANT INFORMATION

Last Name															First Name															Middle Initial							
Residential Address (P.O. Boxes are not accepted)																																					
City																				State		ZIP Code															
Country Code		Area Code		Day Phone										Area Code		Mobile Phone										Area Code		Evening Phone									
What is your preferred language for certain communications when available? English <input type="checkbox"/> Spanish <input type="checkbox"/>																																					
Email Address (If applicable) Your email address must be unique and not shared by another Member. By providing your email address, you have consented to receive commercial email communications from Herbalife.																																					
Date of Birth (month - spelled out)															Day		Year																				

### SPONSOR'S INFORMATION

Sponsor's Name (print)		Sponsor's Herbalife ID Number									
Phone											

Welcome as an Herbalife Preferred Member ("PM"). The privileges and conditions of your Preferred Membership (the "Preferred Membership Program" or "Program") are described below. Further information and terms of the Program may be found at <http://hrbl.me/pmprogram-enus>. If you have any questions about the Program or your membership, please call us toll-free at 866-866-4744. If you currently are an Herbalife Independent Distributor, you are exchanging your Herbalife Distributorship for the rights and privileges of a Preferred Member.

### A PREFERRED MEMBERSHIP

- 1. Prior Distributorship or Preferred Membership:** If you or your spouse owned or participated in an Herbalife Distributorship or had an Herbalife Preferred Membership, please provide the information requested below:

Your or/Spouse's Prior Distributorship ID: \_\_\_\_\_ Name: \_\_\_\_\_

Application Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ . Date of last activity in connection with that Distributorship \_\_\_\_ / \_\_\_\_ / \_\_\_\_ .  
Month Day Year Month Day Year

- 2. Enrollment and Privileges:** You will become a PM when we (Herbalife International of America, Inc.) accept your application and your membership is entered into our records. As a PM, you are entitled to purchase Herbalife® products at a discount and receive other benefits as described in the Program including:

- Product discounts which increase as you purchase and consume products
- Low annual fee to renew your Preferred Membership
- Access to exclusive Preferred Member website

**3. Limitations:** The Herbalife® products you purchase are for your and your household's personal consumption. **You acknowledge that you will not: (1) sell Herbalife® products or services; (2) recruit or sponsor others to be Herbalife Independent Distributors or Preferred Members; or (3) be entitled to receive compensation of any kind under the Herbalife Sales and Marketing Plan.** Reselling Herbalife® products or recruiting or sponsoring activities may result in the termination of your Preferred Membership. If you ever wish to sell Herbalife® products and build an Herbalife business, please contact your Sponsor or call us at 866-866-4744 for information on how to become an Herbalife Independent Distributor under your current Sponsor.

**4. Customer Satisfaction Guarantee:** We want you to be 100% satisfied with your purchases. If, for any reason, you are not completely satisfied with any Herbalife® product you purchased from either Herbalife or an Herbalife Independent Distributor, you may return it within 30 days of delivery for a refund of the purchase price or a product exchange. You may request a refund by calling us toll-free at 866-866-4744, or by following the instructions you will find at Herbalife.com. If you purchased the product from an Herbalife Independent Distributor, you may also contact your Distributor to request a refund or exchange.

**5. Relationship with Your Sponsor:** The Herbalife Independent Distributor who enrolled you as a PM is your Sponsor. In the event that you or your spouse decide to submit an Herbalife Independent Distributorship Application while enrolled as a PM, or within twelve (12) months after the written resignation or termination of your Preferred Membership, your current Sponsor will remain the Sponsor for you or your spouse's Herbalife Distributorship. Should you or your spouse enroll as an Herbalife Distributor under another sponsor without complying with this one-year period of inactivity, we may terminate your Distributorship, place it under your original Sponsor (along with any future downline), or take any other action we deem appropriate in our sole discretion.

**6. Term and Cancellation:** The term of this Agreement is one (1) year from the date your application is accepted by Herbalife and will be renewed on an annual basis upon payment of an Annual Fee. You may cancel your Preferred Membership at any time by notifying Herbalife in writing at [usarecadmin@herbalife.com](mailto:usarecadmin@herbalife.com). If you cancel your Preferred Membership, you or your spouse must complete a twelve (12) month waiting period before you may enroll as a PM under another Sponsor. You may contact Herbalife at 866-866-4744 for more information. In the event that you become an Herbalife Independent Distributor, this Agreement will terminate automatically.

**7. Privacy and Data Protection:** Herbalife collects, uses, and shares personally identifiable information ("PII") as set forth in our Privacy Policy, located at <http://www.herbalife.com/privacy-policy>. We do so to fulfill our obligations under this Agreement and for the other purposes described in the Privacy Policy. As a result, some of your PII may be shared with Distributors who are entitled to receive such information about persons within the Distributor's downline.

**8. Miscellaneous Provisions:**

- **Modification**—The privileges and conditions of your Preferred Membership are subject to changes from time to time that Herbalife may adopt in its discretion.

- **Transferability**—Preferred Memberships are for personal use only and may not be transferred or assigned unless authorized in writing by Herbalife in its sole discretion.

- **Choice of Law**—This Agreement, and any dispute arising from the relationship between Herbalife and you, shall be governed by California substantive law without the application of conflict of law principles, except that the interpretation and enforcement of the Arbitration Agreement shall be governed by the Federal Arbitration Act.

- **Severability**—Except as otherwise provided in the Arbitration Agreement, if any provision in this Agreement is found to be invalid, illegal or unenforceable in any respect, it shall be severed from the Agreement and have no effect on the remainder of the Agreement, which shall remain in full force and effect. Further, there shall be added automatically as part of the Agreement a provision as similar as possible to the severed provision that would be legal, valid, and enforceable.

- **Damages**—To the fullest extent allowed by applicable law, neither party shall be liable to the other for any incidental, consequential, special, exemplary or punitive damages under any legal or equitable theory, regardless of whether the possibility of such damages is known by either party.

- **Waiver and Delay**—No failure, refusal or neglect of Herbalife to exercise any right, power or option under any agreement with any PM shall constitute a waiver of the provisions or a waiver by Herbalife of its rights at any time under this Agreement.

**9. Arbitration Agreement:** Herbalife tries to resolve any dispute amicably and informally. However, if there is a dispute arising from this Agreement or the sale or use of Herbalife® products that cannot be resolved informally, you and Herbalife agree, subject to certain exceptions identified below, to resolve the dispute solely by binding arbitration rather than in court. **You and Herbalife waive the right to trial by jury and agree that any arbitration under this Agreement shall take place on an individual basis and that class or representative actions shall not be permitted.** Exceptions: (1) Either party may sue in court to enjoin infringement or other misuse of intellectual property rights. (2) You may bring an individual action for monetary damages (but no other relief) in small claims court where permitted by law. (3) If the provision above regarding class or representative actions is, for any reason, found to be unenforceable, then the Arbitration Agreement shall be null and void (but the Agreement shall remain in full force and effect).

The arbitration shall be administered by the American Arbitration Association ("AAA") and governed by the AAA Consumer Arbitration Rules ("AAA Rules"), except as modified herein. The AAA Rules, and forms and instructions for giving notice and commencing arbitration, are available online at [adr.org](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to Office of the General Counsel, Herbalife International of America, Inc., 800 West Olympic Blvd., Suite 406, Los Angeles, CA 90015. **Note: As explained in the AAA Rules, the arbitrator shall determine the scope and enforceability of this Arbitration Agreement and the arbitrability of any disputes.** Herbalife will reimburse you for any arbitration filing fee and is responsible under the AAA Rules for all other arbitration fees. Regardless of whether attorneys' fees and costs are recoverable by law, Herbalife will pay your reasonable attorneys' fees and costs if the arbitrator issues an award in your favor, unless Herbalife made a written settlement offer worth more than your award before an arbitrator was selected. Herbalife will be responsible for its own attorneys' fees and costs.

Either party may assert any counterclaims it may have against the other party. Hearings will take place in the county (or parish) where you reside, unless the parties agree otherwise. The arbitrator shall issue a written award in accordance with the AAA Rules but may only award declaratory or injunctive relief in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

The interpretation and enforcement of this Arbitration Agreement is governed by the Federal Arbitration Act. No amendment or modification of the Agreement will apply to claims that have accrued or are otherwise known to Herbalife at the time of the amendment or modification.

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## B CANCELLATION

### Important Notice Regarding Right of Cancellation

I, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

See the "Notice of Cancellation" form that follows for an explanation of this right. After the 3-day cancellation period provided in this Application and Agreement, I am still protected by Herbalife's refund policies.

I hereby acknowledge that I have reviewed and understand this Herbalife Preferred Membership Application and Agreement, including the arbitration agreement, which is incorporated herein, and I agree to be bound by all of it.

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

Only complete if you intend to cancel this transaction.

## NOTICE OF CANCELLATION

**FEDERAL AND STATE LAW:** Regulations require that we print the following Notice of Cancellation. The Herbalife Refund Policy provides you greater protection than the law requires.

Date of Transaction: \_\_\_\_/\_\_\_\_/\_\_\_\_

You may **CANCEL** this transaction, without any Penalty or Obligation, within **THREE BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN BUSINESS DAYS** following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed copy of this Cancellation Notice or any other written notice, or send a telegram to:

Herbalife International of America, Inc.  
P.O. Box 80210  
Los Angeles, CA 90080-0210

**NOT LATER THAN MIDNIGHT OF:** \_\_\_\_/\_\_\_\_/\_\_\_\_ (Date: 3 days after date of order)

**I HEREBY CANCEL THIS TRANSACTION:**

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year Buyer's Signature

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Preferred Membership ID