



General Terms and Conditions for Purchase of Services

[Document Reference No: HL/POTC/003/2025]

1. DEFINITIONS:

a) Service: shall mean and refer to those activities defined under Goods and Service Tax Act, 2017. Within the scope of Purchase Order, the term Service, shall specifically refer to that activity performed by the Service Provider towards the Service Recipient under the terms and conditions of the Purchase Order.

b) Certification: means the acceptance of the completion of Services provided by Service Provider by Herbalife certifying that the Services are in conformity with the Specifications as defined in the Purchase Order.

c) Confidential Information: shall mean, without limitation, any proprietary information, technical data, Herbalife inputs, Intellectual Property Rights, trade secrets or know how, software, software related documentation developments, inventions, processes, formulas, technology, designs, devices, samples, models, drawings, engineering, engineering specifications, marketing, finances, forecasts, procurement requirements, or other business plans and any other information identified in writing as confidential or disclosed orally or visually. The Deliverables shall be deemed Confidential Information of Herbalife. Confidential Information does not include information which (i) is known to Recipient at the time of disclosure as evidenced by written records of the Recipient; or (ii) has become publicly known and made generally available through no wrongful act of the Recipient; or (iii) the Recipient lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation or (iv) has been independently developed by Recipient without access to Discloser's Confidential Information. Service Provider shall not claim rights, titles, interests or ownership on Confidential Information in its custody by the way of lien or otherwise, in any manner and for any reason whatsoever and shall immediately return all Confidential Information to Herbalife promptly upon expiry or termination of this Purchase Order and shall cease and desist from using any Confidential Information of Herbalife.

d) Consultant: shall mean any person with the required expertise of the Service Provider

e) Deficiency of Service: shall mean a non-conformance of any of the Deliverables with the Specification provided in the Purchase Order.

f) Deliverables: shall mean and be restricted to those items/ actions / set of actions described and itemised in a Purchase Order that the Service Provider commits to provide and execute under a Purchase Order

g) Discloser: means the disclosing party

h) Documentation: shall mean all documents relating to the Deliverables, if any, that may be provided by Service Provider including the Specifications, and time schedules as listed in the applicable Purchase Order

i) Herbalife Inputs: shall mean the inputs received from Herbalife with respect to the work to be carried out by Service Provider under a Purchase Order

j) Intellectual Property Rights: shall mean patent rights, rights of priority, mask work rights, copyrights, moral rights, trade secrets, know-how and any other form of intellectual property rights, any other protected rights or assets and any licenses and permissions in connection therewith, trademarks, trade names, logos, service marks, designs and other designations of source, recognized in any country or jurisdiction of the world, and whether or not registered or able to be registered and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.

k) Material Breach: means a breach of any of the terms and/ or conditions of this Purchase Order which, in the sole opinion of Herbalife, causes/ has caused / may cause any substantial and irreparable harm to Herbalife.

l) Recipient: means the receiving party.

m) Sensitive Personal Data: shall mean and include the definition of the same as provided under Section 3 of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 under the Information Technology Act, 2000.

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n) Service Provider: shall mean the person responsible for the provision of Service as provided under the Purchase Order to the Service Recipient including experts and/ or specialists in a certain area or domain.

o) Service Recipient: shall mean the person who shall be provided with the Service by the Service Provider as enumerated under the Purchase Order.

p) Scope of Service: shall mean the written description of Herbalife's requirements, operations and procedures, which shall form the basis for providing the Deliverables by the Service Provider. The Scope of Services shall be enumerated in the Purchase Order.

q) Specifications: shall mean the written description of Herbalife's requirements, operations and procedures, for each Project, which shall form the basis for providing the Services by the Service Provider. The Specifications shall be enumerated in the applicable Purchase Order.

r) Third Party: shall mean any person that is not a party to the Purchase Order.

2. COMPLETION AND CERTIFICATION:

a) Without limiting any other rights or obligations of the parties hereunder, if the Service Provider will be unable to satisfactorily execute the Services as stipulated within the time schedule in a Purchase Order, the Service Provider shall (i) immediately consult with Herbalife to determine the most expeditious means for completion of Services and (ii) complete the Services using an expedited means, at the Service Provider's cost (save and except when such delay is due to Force Majeure)

b) If any aspect of the provision of Service is not in all respects in accordance with the terms of a Purchase Order, Herbalife reserves the right to reject such Services and, if Herbalife so elects, it may treat a particular Purchase Order as repudiated by Service Provider and cancel any outstanding provision of Service thereunder, without prejudice to Herbalife's rights to claim damages or to enforce any other remedy provided by law.

c) Certification: The Parties shall mutually agree on the relevant criteria in the respective Purchase Order (♦Certification♦). In the event no criteria for Certification have been agreed between the Parties, Herbalife generating the receiving of the Purchase Order shall be considered as Certification.

d) Pursuant to the above Certification, Herbalife shall notify Service Provider of any Deficiency in Service that may be discovered with respect to the Service and Service Provider shall correct all such Deficiency/ Deficiencies within a reasonable period of time as may be specified by Herbalife.

e) The date on which Certification takes place in accordance with any of the clauses above shall be referred to as the Date of Certification.

f) For the sake of clarity it is specified that the Service Provider shall not have any claim towards the consideration towards the part or whole of the Services that shall be certified by Herbalife as being deficient and/ or incomplete.

3. INVOICING

The Service Provider shall submit the Invoice containing all the required information such as the quantity, the price, the discount, applicable taxes etc., in respect of the Services supplied and accepted by the Service Recipient within 7 days of Completion of services.

This order shall not be filled at higher prices than specified herein in the Purchase Order.

4. INTELLECTUAL PROPERTY RIGHTS:

Herbalife Intellectual Property Right: The Service Provider acknowledges and agrees that Herbalife owns, reserves and retains any and all rights and interest over trademarks, service marks, tradenames, logos or any other commercial symbol owned by or licensed to Herbalife ("Herbalife Trademarks") and Herbalife Proprietary Rights including Herbalife products and formulations or any other intellectual or industrial property (including but not limited to patents, domain names, industrial designs, schematics, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information) owned by or licensed to Herbalife, whether registered or unregistered and whether arising by operation of law, contract, license, or otherwise subsisting or recognized under the Applicable Law or laws of any other applicable jurisdiction (collectively, "Herbalife Intellectual Property Rights"). The Service Provider shall not have any right nor shall the Service Provider assert or claim any legal or equitable right or interest, in whole or in part, to Herbalife Intellectual Property Rights provided by Herbalife to the Service Provider for performing Services under this Act. The Service Provider will not use Herbalife's Intellectual Property Rights for marketing or promotional purposes without prior written permission from Herbalife.

5. PRICE AND PAYMENT

The price of the Services shall be as agreed between the Service Recipient and the Service Provider and shall include the cost of sales and the profit margin as mentioned in this Purchase Order. The Service Recipient shall be under no obligation to make any payments which are over and above the price of the Services as agreed between the parties.

The Service Recipient shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within agreed number of days of receipt of the Service Provider's invoice for the Services and copies of the shipping documents specified in this Purchase Order.

Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

Unless authorized by the Service Recipient, the Service Provider shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

The prices shown in this Purchase Order may not be increased except by express prior written agreement of the Service Recipient.

6. TAXES

All amounts payable to Service Provider by Herbalife under the Purchase Order shall be inclusive of all taxes and duties as applicable at the time of submitting of the invoice by the Service Provider to Herbalife. Any withholding tax shall be, recovered by Herbalife in the payment made by it towards the Service Provider and paid to the respective authority as applicable. Herbalife shall then provide certificates to Service Provider evidencing the payment of such withheld taxes.

In cases where the Services rendered by the Service Provider falls within the scope of services referred to under Goods and Service Tax (GST), 2017 the GST liability of the parties shall be as prescribed thereunder.

The Service Provider shall ensure that the applicable taxes/GST is remitted to the relevant government authorities within the prescribed timelines and shall keep Herbalife indemnified against any financial impact due to any act or omission of the Service Provider under any applicable law, including the requirements under the GST Laws, Herbalife shall deduct such amount from any immediate subsequent payment..

7. SERVICE PROVIDERS RESPONSIBILITIES

Service Provider shall

- a) Provide the Services as specified in the relevant Purchase Order.
- b) Provide the Services in a diligent, professional and workmanlike manner in accordance with the applicable industry standards.
- c) not, at any time, violate the terms of any other agreement, deed, or other arrangement to which the Services Provider is bound or the terms of any applicable law;
- d) provide the Services utilising only qualified, skilled and experienced employees with the required expertise, infrastructure/ facilities, expertise, experience, networking, and the financial capabilities to provide the required Services to Herbalife.

8. SERVICE RECEIPTENT'S RESPONSIBILITIES

Prior to the commencement and during the course of subsistence of a Purchase Order, both Parties shall mutually agree on the facilities, that may be provided by Service Recipient, if required, for the execution of Services hereunder. Such Purchase Order shall also identify the Party bearing the cost for such facilities.

9. RIGHTS OF SERVICE RECEIPTENT'S

i. In case of failure by the Service Provider to fulfill its obligations under the terms and conditions of the Agreement and/ or Purchase Order, including but not limited to failure to obtain necessary statutory approvals etc., or to complete provision of all or part of the Service by the agreed time schedule, Service Recipient may, after giving the Service Provider reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the Service from other sources, in which event Service Recipient shall be entitled to recover such costs or expenses to be incurred from the Service Provider.

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b) Reject to accept the completion of all or part of the Service.

c) Cancel the relevant Purchase Order without any liability for termination charges or any other liability of any kind to Service Recipient.

ii. Without assigning any reason whatsoever, Service Recipient, due to its status as a Service Recipient, reserves its right, to terminate the Purchase Order at any point of time by providing a minimum notice of thirty (30) days to the Service Provider without incurring any liability to itself.

10. STAFFING

If a Purchase Order covers the performance of Service at Herbalife's premises, Service Provider agrees to indemnify and protect Herbalife against all claims and liabilities for injury or damage to any person or property arising out of its performance under such Purchase Order.

Personnel Regulations: The personnel of the Service Provider, when on Herbalife's premises, shall strictly comply with Herbalife's security, safety and other such rules and regulations of Herbalife as may be communicated by Herbalife.

11. DELAY

a) In the event that Service Provider reasonably expects that the performance of its work under the Purchase Order and/or its delivery of any Deliverable on the date specified in the Purchase Order will be delayed, Service Provider shall promptly notify Herbalife of (i) reasons of such delay and (ii) its best estimated new schedule.

b) Service Provider shall not be liable for any failure in the performance of its obligations under the Purchase Order to the extent that such failure results directly from a failure by Herbalife to provide Service Provider, within stipulated time, any material Input necessary for the performance of its work, and when previously agreed upon between the Parties

12. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

a) Neither Party shall, during or subsequent to the Purchase Order use Confidential Information and/ or Intellectual Property of the other Party for any purpose whatsoever other than the performance of its respective obligations under the Purchase Order or any relevant Purchase Order or disclose the same to any Third Party. Notwithstanding the foregoing, each Party may disclose Confidential Information to its employees, Consultants and contractors who have a bona fide need-to-know and who have entered into a written non-disclosure agreement which shall not be less Stringent than as set forth in this Order, the terms of which are at least as restrictive as those contained herein. It is understood that each Party's Confidential Information shall remain the sole property of that Party. The recipient of the Confidential Information further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information.

b) Neither party will directly or indirectly disclose to a third party the terms of the Purchase Order without prior written approval by the other party. Notwithstanding the foregoing, Herbalife may, without prior written consent disclose the existence and/or terms of the Purchase Order: (i) on a confidential basis to its legal and financial advisors (including but not limited to accountants, bankers, financial consultants, investors and other financiers), and (ii) to a governmental, administrative or regulatory authority, subdivision or agency (including but not limited to the software technology parks of India, reserve bank of India etc.). No such approval is required in the event either party is compelled by law to provide copies of the Purchase Order to any judicial or executive authority provided that the disclosing party uses reasonable efforts to give the party owning the confidential information sufficient notice of such required disclosure (if such notice is permitted) to allow the party owning the confidential information reasonable opportunity to object to and to take legal action to prevent such disclosure.

Confidential Information does not include information that a party can demonstrate with competent written proof is: (i) already lawfully known by that party at the time of first receipt from the other party and is not subject to any other nondisclosure agreement between the parties; (ii) now, or which later becomes, generally known to the industry through no fault of that party, or which is later published or generally disclosed to the public by the other party; (iii) otherwise lawfully and independently developed by that party (other than the Product Rights in the case of development by Seller), or lawfully acquired from a third party without any obligation of confidentiality;

c) The obligations of the Parties under this clause shall survive the Purchase Order for a period of three years.

13. INFORMATION TECHNOLOGY SAFEGUARDS

For the purpose of carrying out obligations under this Purchase Order the Service Provider may need to be provided with any personal data including personally identifiable information and sensitive personal data or information in any form including in a computer resource by Herbalife ("Personal Data"). Service Provider shall be required to afford the highest level of safeguard to all such Personal Data. Service Provider shall at all times comply with the applicable data protections laws including but not limited to the Information Technology Act, 2000 and the rules made thereunder and, shall use and process Personal Data shared by Herbalife, solely for the purpose of providing the Services under this Purchase Order and in accordance with Herbalife's instructions and not for any other purpose. Upon request by Herbalife from time to time or expiry or termination of

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this Purchase Order for any reason whatsoever, the Service Provider shall promptly deliver to Herbalife or destroy/ delete all copies and embodiments (in whatever form) of all Personal Data in its possession or in its control, and if required by Herbalife, shall provide Herbalife with written confirmation on the same. In the event of any loss, unauthorized use, disclosure, misuse or mishandling of any Personal Data or information provided by the Herbalife or obtained by Service Provider during the course of providing the Services to Herbalife under this Agreement, the Service Provider shall indemnify and hold Herbalife harmless against all losses, actions, claims and damages arising out of such breach of this clause by the Service Provider. The Service Provider shall be fully responsible for all acts or omissions of its authorised agents in the same manner as for its own acts or omissions. This clause shall survive the termination or expiry of this Purchase Order.

14. SERVICE PROVIDERS REPRESENTATIONS AND WARRANTIES

a) Service Provider warrants that the Services shall conform to the quality standards and the specifications as requested under the relevant Purchase Order.

b) Service Provider represents and warrants that the services provided by Service Provider hereunder will be performed in a diligent, professional and workmanlike manner in accordance with the applicable industry standards.

c) Service Provider represents and warrants that the Deliverables under Fixed Price Project will perform in all material respects in accordance with the Specifications (♦Warranty♦). Service Provider will provide Herbalife with all the support in accordance with levels of severity agreed between the Parties (at no extra cost to Herbalife) to rectify any Defect reported to Service Provider by Herbalife.

d) The Services provided by the Services Provider as contemplated in the Purchase Order and the terms and conditions in the Purchase Order does not and will not violate the terms of any agreement, deed or other arrangement to which the Services Provider is bound or the terms of any applicable law;

e) Services Provider warrants that it has the required qualified, skilled and experienced employees on their roll, infrastructure/ facilities, expertise, experience, networking, and the financial capabilities to provide the required Services to Herbalife.

f) As of the Effective Date and during the term of the Purchase Order, the Services Provider has paid all outgoings including but not limited to salaries/ wages, payments under the Employees State Insurance Act, 1948, Employees Provident Fund & Miscellaneous Provisions Act, 1952, etc. required under applicable laws in respect of all its employees and will not let the such payments fall into arrears. The Service Provider shall be solely responsible for all other compensation to its Personnel including any statutory contributions that are required and maintain all other compliances that may be required under Applicable Laws in respect of its Personnel.

15. STATUTORY COMPLIANCES OF SERVICE PROVIDER

The Service Provider shall comply with all applicable laws to its/ their business at all times and under no circumstances, the Herbalife shall be responsible nor liable for any such lapse / non compliances of the Service Provider. Upon request by Herbalife, Service Provider shall furnish Herbalife with a copy of any and all documentation of any kind demonstrating that Service Provider is in compliance with, and has complied with, all Laws.

16. LIABILITY OF PARTIES

a) Service Provider: Service Provider shall be liable to Herbalife, for any damages caused to Herbalife hereunder including without limitation, damages, loss of anticipated use to the extent of five times of the total consideration payable by Herbalife to Service Provider under the relevant Purchase Order.

b) Herbalife: Herbalife shall not have any liability to the Service Provider, or any third party, for any indirect, consequential, incidental or special damages hereunder including without limitation, damages due to lost profits, loss of anticipated use, or the inability to use technology, under any cause of action or theory of liability (whether based on warranty, breach of contract, tort (including negligence), product liability, strict liability or any other legal or equitable theory) and whether or not such party has been advised of the possibility of such damage.

17. INDEMNIFICATION

1 Service Provider shall indemnify and hold Herbalife harmless, its subsidiaries, affiliates, and controlling companies, and all of their respective directors, officers, agents and employees, and Buyer's customers, from and against any and all liability, actions, claims, demands, liens, suits, losses, costs, damages, judgments and expense, including reasonable attorney's fees, incurred or to be incurred as follows: (a) those arising out of death of or injury to any person or damage of property which resulted or is alleged to have resulted from the furnishing, use or operation of the Services provided by the Service Provider; (b) those arising in connection with the failure or alleged failure of Service Provider or Services to fully comply with all warranties and guarantees of Service Provider otherwise with respect thereto; or (c) those arising out of Service Provider's negligence or misconduct, (d) , (d) those arising out of the breach of the terms and condition of this General Terms and Conditions including but not limited to breach of Confidentiality, ABAC, Representation and warranties, Intellectual Property Rights etc., Service Provider shall be responsible for the defense of all such actions, claims, demands and suits, and pay all costs and charges resulting therefrom; provided that Herbalife may, at its option, participate in the judgment, order or decree against Service Provider without Service

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Provider's consent. Service Provider may, with Herbalife's consent, settle any such actions, claims demands and suits. Service Provider shall keep Herbalife fully informed at all times with respect to material developments in all actions, claims, demands and suits being defended by Service Provider in accordance herewith, including written status reports on a quarterly basis.

2) In the event the Services Provider fails to comply with any of the statutory compliances required under the scope of the Purchase Order, the Services Provider shall indemnify Herbalife for all the consequences of non-compliances including any claims, costs, expenses, non-payment of contribution of Provident Fund, Employees State Insurance Corporation, administrative fees, penalties/fines for non-filing of periodical returns under all applicable laws, claims by employees/Deputes of the Services Provider or government authorities, etc.

3) It is anticipated that the thing to which the Service relates to, may be possessed, used, sold and/ or further processed by Herbalife and/ or its agents. If by reason of any of these acts a suit is brought against Herbalife or threatened to be brought, for infringement of any third party rights (including intellectual property rights), arising as a result of the provision of Service by the Service Provider, Service Provider shall at its expense defend such suit and indemnify Herbalife and its agents against all loss, damages and expense including attorney's fees in connection with such suit or threatened suit, and including court-awarded damages and costs. In addition, the Service Provider shall, pursuant to this warranty, indemnify, defend and hold Herbalife harmless from any actions or claims brought against Herbalife pertaining to the alleged infringement of any of the intellectual property arising in connection with the Services provided under the Purchase Order and any relevant Purchase Order.

18. NON-HIRE & NON ♦SOLICITATION

Neither party shall directly or indirectly solicit for employment or hire, employ or otherwise retain the other party♦s staff during the tenure of provision of services or for a period of one year thereafter . However the parties may mutually agree to derogate from the workings of this provision.

19. GOVERNING LAW AND ARBITRATION

The Purchase Order will be governed and construed in accordance with the laws of India and the Parties submit themselves to the exclusive jurisdiction of the courts in Bangalore.

In the event of any dispute, controversy or claim arising out of or in connection with the Purchase Order, including without limitation any questions or issues regarding its existence, validity, construction, performance or termination (including but not limited to disputes related to alleged breach), the Parties agree to attempt to resolve such dispute according to the procedures specified in this subsection. Within fifteen (15) days of one party receiving a request from the other party, the Parties will negotiate in good faith between senior management of the Parties to resolve any such dispute between them regarding the Purchase Order. If the negotiations do not resolve such dispute to the reasonable satisfaction of both Parties, then, within thirty (30) days of a written request by a party to call such a meeting, senior-level management representatives of the Parties shall meet in person and shall attempt in good faith to resolve the dispute.

If the above-mentioned attempts to resolve such dispute are not successful, such dispute shall be referred to and finally resolved by binding arbitration conducted pursuant to the Indian Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in Bangalore, India.

The language to be used in the arbitral proceedings shall be English.

20. ANTI-BRIBERY AND ANTI-CORRUPTION:

- I. Seller and its affiliates, subsidiaries, directors, officers, employees, agents, consultants, and all other persons acting on its behalf shall at all times comply with (1) the Supplier Code of Conduct of Herbalife's ultimate parent, Herbalife Ltd., (2) the U.S. Foreign Corrupt Practices Act, (3) the UK Bribery Act 2010, and (4) any other applicable anti-bribery and anti-corruption laws ("ABAC Laws").
- II. In connection with any aspect of this Agreement or any other transaction involving Herbalife (or any of Herbalife's affiliates, subsidiaries or ultimate parent, collectively, the "Herbalife Group"), neither Seller nor any of its affiliates, subsidiaries, directors, officers, employees, agents, consultants, or other persons acting on its behalf shall take any action, directly or indirectly, that may result in a violation of the ABAC Laws by the Seller or the Herbalife Group, including, without limitation, by making, offering, authorizing, or promising any payment, contribution, gift, business courtesy, bribe, rebate, kickback, or any other thing of value, regardless of form or amount, to any (i) government official or employee, (ii) employee of a foreign or domestic government-owned or government controlled entity, (iii) foreign or domestic political party, political official, or candidate for political office, or (iv) any officer or employee of a public international organization, to obtain a competitive advantage for any party or to receive favorable treatment in obtaining or retaining business. Should Seller learn or have reason to know that conduct has or may have occurred in violation of this provision, it will immediately notify [Herbalife].
- III. At Herbalife's request, Seller and any of its affiliates, subsidiaries, directors, officers, or employees that perform tasks pursuant to this Agreement will certify in writing that they have not engaged in conduct in violation of parts I or II of this Clause.
- IV. Notwithstanding anything contained in this Agreement to the contrary, no rights or obligations of, or services to be rendered by, the Seller that involve any interaction on behalf of any member of the Herbalife Group with a government official or an entity owned or controlled by a government official under this Agreement shall be assigned, transferred, or subcontracted to any third party without the prior written consent of Herbalife. In no event shall Herbalife be obligated under this Agreement to take any action or omit to take any action that it believes, in good faith, would cause it to violate the ABAC Laws.
- V. Herbalife or a third party of its choosing shall have the right to access, review, and audit the books, records, and accounts of Seller and any of its affiliates and subsidiaries, to the extent that they are relevant to this Agreement or any other transaction involving Herbalife. Such access, audit, and review shall be reasonable as to scope, place, date, and time.

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If Seller breaches any of the parts of this clause, Herbalife may terminate this Agreement without penalty upon service of written notice on the Seller.

21. FORCE MAJEURE

Neither party shall be responsible for delay or failure in performance caused by any government act, law, regulation, order or decree, war, strikes or other disputes, by communication line or power failures beyond its control, or by fire, flood or other natural disasters, acts of Third Parties (including without limitation terrorist acts), or by other causes beyond its reasonable control, whether or not the condition was foreseeable, nor shall any such delay or failure be considered to be a breach of the Purchase Order. In any such event, performance shall take place as soon thereafter as is reasonably feasible. If Service Recipient believes that the delay or anticipated delay in Service Provider deliveries may interfere with its operations, Service Recipient may at its option, and without liability to Service Provider, cancel outstanding deliveries hereunder wholly or in part.

22. NATURE OF RELATIONSHIP

Herbalife's relationship with the Service Provider will be that of an independent contractor, and the Parties shall not be construed to stand in a relation of agency, joint venture or partnership. During the performance of services under the Purchase Order, Service Provider's employees will not be considered employees of Herbalife for any purpose whatsoever. Accordingly, Service Provider shall be solely responsible for the compensation of such employees, including any and all employment-related taxes, benefits, wages, insurance, etc.

23. SURVIVAL

The following provisions shall survive for all or any Purchase Orders upon the termination or expiration of Purchase Order, respectively, for any reason: (Definitions), (Consideration), (Rights of Herbalife) (Confidentiality and Intellectual Property Rights), (Information Technology Safeguards), (liability of parties), (Non-Hire and Non-Solicitation), (Nature of Relationship), (Survival), (Term and Termination of the Agreement) and (Term and Termination of Project).

24. TERM AND TERMINATION OF PURCHASE ORDER

a) **Term.** A Purchase Order shall commence from the Start Date as specified in the relevant Purchase Order and shall be effective (i) with respect to a till the Date of Certification of the Deliverable for unless terminated earlier in accordance with the provisions below.

b) **Termination due to Material Breach.** If Service Provider materially breaches any term or condition of a Purchase Order and fails to remedy that breach within fifteen (15) days after receiving written notice of the breach, Herbalife shall have the right (but not the obligation) to terminate such Purchase Order (and thereby the respective Project), any time after the end of such fifteen (15) day period.

c) **Obligations upon Termination or Expiration.** Expiration or termination of a particular Purchase Order shall in no way affect any of the other Statement(s) of Purchase that may be current at such point of time.

d) **Acceptance of Purchase Order.** The Purchase Order will be binding on both Parties if Service Provider, either: (a) signs and returns it to Herbalife; or (b) begins performance of Service under the terms and conditions mentioned in the Purchase Order; or (c) acknowledges the Purchase Order by email, facsimile or any other commercially reasonable means. For the sake of clarity, it is hereby agreed between the Parties that, if Service Provider commences Services for Herbalife in the absence of a duly acknowledged and signed Purchase Order by Service Provider and Herbalife accepts such Services, then the Purchase Order including the terms and conditions contained therein shall be binding on both the Parties, unless the Parties otherwise mutually agree in writing. Subject to mutual discussion between the Parties, Herbalife shall have the right to either suspend or cancel the relevant Purchase Order either in full or in part prior to commencement of Service by the Service Provider under this Purchase Order.

25. WAIVER, AMENDMENT AND MODIFICATION

Failure of either Party at any time to require performance of any provisions of the Purchase Order shall not affect the right to require full performance of the Agreement at any time thereafter. Any instance of waiver of a breach of any of the provisions shall not be construed as waiver of any subsequent breach or implied nullification of the provision's effect. Except as otherwise provided in the Purchase Order, any waiver, amendment or other modification of the Purchase Order will not be effective unless it is in writing signed by both the Parties.

26. SUCCESSORS AND ASSIGNS

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Service Provider shall not assign the Purchase Order without the prior written consent of Herbalife. Herbalife may, by providing suitable notice to the other party, assign the Purchase Order to a Third Party. The Purchase Order will bind and inure to the benefit of Herbalife's permitted successors and assigns.

27. ASSIGNMENT AND INSOLVENCY

The Service Provider shall not, except after obtaining the written consent of the Service Recipient, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Service Provider's rights or obligations under this Purchase Order.

Should the Service Provider become insolvent or should control of the Service Provider change by virtue of insolvency, The Service Recipient may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Service Provider written notice of termination.

28. PROHIBITION ON ADVERTISING

The Service Provider shall not advertise or otherwise make public that it is furnishing Services or services to The SERVICE RECIPIENT without specific written permission of THE SERVICE RECIPIENT in each instance.

29. JURISDICTION

The Purchase Order is governed and construed in accordance with the laws of Union of India. Any or all proceedings relating to the subject matter hereof shall be maintained in the Courts in Bangalore, Karnataka, which courts shall have exclusive jurisdiction for such purpose.

30. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges. In the event of any conflict between the terms of this General Terms and Conditions and any relevant definite agreement between the Parties, the terms of agreement shall prevail

Herbalife International India Pvt. Ltd.