UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2015

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from_________ to _________ .

Commission file number: 1-32381

HERBALIFE LTD.

(Exact name of registrant as specified in its charter)

Cayman Islands **(State or other jurisdiction of incorporation or organization)**	**98-0377871** **(I.R.S. Employer Identification No.)**

P.O. Box 309GT
Ugland House, South Church Street
Grand Cayman, Cayman Islands
(Address of principal executive offices) (Zip code)

(213) 745-0500
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares of registrant's common shares outstanding as of July 29, 2015 was 92,480,332.

HERBALIFE LTD.

PART I. FINANCIAL INFORMATION

Item 1. ***Financial Statements***

HERBALIFE LTD. AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

	June 30, 2015	December 31, 2014
	(In millions, except share and par value amounts)	
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 749.6	$ 645.4
Receivables, net of allowance for doubtful accounts of $4.1 (2015) and $1.9 (2014)	96.5	83.6
Inventories	321.9	377.7
Prepaid expenses and other current assets	192.6	186.1
Deferred income tax assets	100.1	100.6
Total current assets	1,460.7	1,393.4
Property, at cost, net of accumulated depreciation and amortization of $427.5 (2015) and $393.2 (2014)	347.3	366.7
Deferred compensation plan assets	28.9	27.4
Other assets	147.1	152.8
Deferred financing costs, net	23.8	22.0
Marketing related intangibles and other intangible assets, net	310.3	310.4
Goodwill	97.0	102.2
Total assets	$ 2,415.1	$ 2,374.9
LIABILITIES AND SHAREHOLDERS' DEFICIT		
CURRENT LIABILITIES:		
Accounts payable	$ 83.5	$ 72.4
Royalty overrides	232.7	251.0
Accrued compensation	96.4	69.6
Accrued expenses	262.5	252.1
Current portion of long-term debt	293.5	100.0
Advance sales deposits	98.6	70.0
Income taxes payable	30.3	59.7
Total current liabilities	1,097.5	874.8
NON-CURRENT LIABILITIES:		
Long-term debt, net of current portion	1,389.5	1,711.7
Deferred compensation plan liability	44.4	42.9
Deferred income tax liabilities	11.9	15.3
Other non-current liabilities	68.2	64.6
Total liabilities	2,611.5	2,709.3
CONTINGENCIES		
SHAREHOLDERS' DEFICIT:		
Common shares, $0.001 par value; 1.0 billion shares authorized; 92.5 million (2015) and 92.2 million (2014) shares outstanding	0.1	0.1
Paid-in-capital in excess of par value	426.3	409.1
Accumulated other comprehensive loss	(118.4)	(78.2)
Accumulated deficit	(504.4)	(665.4)
Total shareholders' deficit	(196.4)	(334.4)
Total liabilities and shareholders' deficit	$ 2,415.1	$ 2,374.9

See the accompanying notes to unaudited condensed consolidated financial statements.

HERBALIFE LTD. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)

	Three Months Ended		Six Months Ended	
	June 30, 2015	June 30, 2014	June 30, 2015	June 30, 2014
	(In millions, except per share amounts)			
Product sales	$ 1,090.0	$ 1,201.3	$ 2,118.3	$ 2,357.4
Shipping & handling revenues	72.3	104.9	149.4	211.4
Net sales	1,162.3	1,306.2	2,267.7	2,568.8
Cost of sales	229.3	257.2	444.7	508.3
Gross profit	933.0	1,049.0	1,823.0	2,060.5
Royalty overrides	318.7	390.8	641.7	772.5
Selling, general & administrative expenses	470.5	461.9	901.9	964.0
Operating income	143.8	196.3	279.4	324.0
Interest expense, net	23.7	21.4	45.2	36.4
Other expense, net	—	—	2.3	3.2
Income before income taxes	120.1	174.9	231.9	284.4
Income taxes	37.3	55.4	70.9	90.2
NET INCOME	$ 82.8	$ 119.5	$ 161.0	$ 194.2
Earnings per share:				
Basic	$ 1.00	$ 1.39	$ 1.95	$ 2.14
Diluted	$ 0.97	$ 1.31	$ 1.90	$ 2.02
Weighted average shares outstanding:				
Basic	82.6	86.1	82.5	90.7
Diluted	85.2	91.2	84.8	95.9
Dividends declared per share	$ —	$ —	$ —	$ 0.30

See the accompanying notes to unaudited condensed consolidated financial statements.

HERBALIFE LTD. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)

	Three Months Ended		Six Months Ended	
	June 30, 2015	June 30, 2014	June 30, 2015	June 30, 2014
	(In millions)			
Net income	$ 82.8	$ 119.5	$ 161.0	$ 194.2
Other comprehensive income (loss):				
Foreign currency translation adjustment, net of income taxes of $(2.4) and $1.6 for the three months ended June 30, 2015 and 2014, respectively, and $(4.3) and $1.5 for the six months ended June 30, 2015 and 2014, respectively	10.5	2.4	(44.4)	0.2
Unrealized (loss) gain on derivatives, net of income taxes of $(0.3) and $(0.2) for the three months ended June 30, 2015 and 2014, respectively, and $0.3 and $(0.3) for the six months ended June 30, 2015 and 2014, respectively	(0.7)	(2.8)	4.5	(3.2)
Unrealized gain (loss) on available-for-sale investments, net of income taxes of $— and $0.1 for the three months ended June 30, 2015 and 2014, respectively, and $(0.2) and $0.1 for the six months ended June 30, 2015 and 2014, respectively	—	0.2	(0.3)	0.1
Total other comprehensive income (loss)	9.8	(0.2)	(40.2)	(2.9)
Total comprehensive income	$ 92.6	$ 119.3	$ 120.8	$ 191.3

See the accompanying notes to unaudited condensed consolidated financial statements.

HERBALIFE LTD. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Six Months Ended	
	June 30, 2015	June 30, 2014
	(In millions)	
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 161.0	$ 194.2
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	48.0	44.8
Excess tax benefits from share-based payment arrangements	(1.5)	(6.7)
Share-based compensation expenses	23.9	23.4
Non-cash interest expense	25.5	19.0
Deferred income taxes	(2.5)	(7.8)
Inventory write-downs	17.7	12.4
Foreign exchange transaction (gain) loss	(12.3)	2.5
Foreign exchange loss from Venezuela currency devaluation	32.9	86.1
Impairments and write-downs relating to Venezuela currency devaluation	4.0	3.2
Other	9.3	0.5
Changes in operating assets and liabilities:		
Receivables	(24.4)	(1.2)
Inventories	16.5	(2.4)
Prepaid expenses and other current assets	6.4	(50.7)
Other assets	(10.1)	(4.6)
Accounts payable	16.8	13.0
Royalty overrides	(9.3)	(12.1)
Accrued expenses and accrued compensation	50.1	16.7
Advance sales deposits	31.8	20.9
Income taxes	(26.6)	(8.2)
Deferred compensation plan liability	1.5	4.6
NET CASH PROVIDED BY OPERATING ACTIVITIES	358.7	347.6
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property, plant and equipment	(39.9)	(105.5)
Proceeds from sale of property, plant and equipment	0.1	—
Investments in Venezuelan bonds	(0.1)	(7.6)
Other	5.6	—
NET CASH (USED IN) INVESTING ACTIVITIES	(34.3)	(113.1)
CASH FLOWS FROM FINANCING ACTIVITIES		
Dividends paid	—	(30.4)
Dividends received	—	3.4
Payments for Capped Call Transactions	—	(123.8)
Proceeds from senior convertible notes	—	1,150.0
Principal payments on senior secured credit facility and other debt	(163.8)	(37.5)
Issuance costs relating to long-term debt and senior convertible notes	(6.2)	(28.9)
Share repurchases	(9.1)	(1,277.9)
Excess tax benefits from share-based payment arrangements	1.5	6.7
Proceeds from exercise of stock options and sale of stock under employee stock purchase plan	0.9	2.0
NET CASH (USED IN) FINANCING ACTIVITIES	(176.7)	(336.4)
EFFECT OF EXCHANGE RATE CHANGES ON CASH	(43.5)	(97.6)
NET CHANGE IN CASH AND CASH EQUIVALENTS	104.2	(199.5)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	645.4	973.0
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 749.6	$ 773.5

See the accompanying notes to unaudited condensed consolidated financial statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Organization

Herbalife Ltd., a Cayman Islands exempt limited liability company, or Herbalife, was incorporated on April 4, 2002. Herbalife Ltd. (and together with its subsidiaries, the “Company”) is a global nutrition company that sells weight management, targeted nutrition, energy, sports & fitness, and outer nutrition products. As of June 30, 2015, the Company sold its products to and through a network of 4.1 million independent members, or Members, which included 0.3 million in China. In China, the Company sells its products through retail stores, sales representatives, sales officers and independent service providers. The Company reports revenue in six geographic regions: North America; Mexico; South and Central America; EMEA, which consists of Europe, the Middle East and Africa; Asia Pacific (excluding China); and China.

2. Significant Accounting Policies

Basis of Presentation

The unaudited condensed consolidated interim financial information of the Company has been prepared in accordance with Article 10 of the Securities and Exchange Commission’s, or the SEC, Regulation S-X. Accordingly, as permitted by Article 10 of the SEC’s Regulation S-X, it does not include all of the information required by generally accepted accounting principles in the U.S., or U.S. GAAP, for complete financial statements. The condensed consolidated balance sheet at December 31, 2014 was derived from the audited financial statements at that date and does not include all the disclosures required by U.S. GAAP, as permitted by Article 10 of the SEC’s Regulation S-X. The Company’s unaudited condensed consolidated financial statements as of June 30, 2015, and for the three and six months ended June 30, 2015 and 2014, include Herbalife and all of its direct and indirect subsidiaries. In the opinion of management, the accompanying financial information contains all adjustments, consisting of normal recurring adjustments, necessary to present fairly the Company’s unaudited condensed consolidated financial statements as of June 30, 2015, and for the three and six months ended June 30, 2015 and 2014. These unaudited condensed consolidated financial statements should be read in conjunction with the Company’s Annual Report on Form 10-K for the year ended December 31, 2014, or the 2014 10-K. Operating results for the three and six months ended June 30, 2015, are not necessarily indicative of the results that may be expected for the year ending December 31, 2015.

New Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board, or FASB, issued Accounting Standards Update, or ASU, No. 2014-09,*Revenue from Contracts with Customers (Topic 606)*. The new revenue recognition standard provides a five-step analysis of transactions to determine when and how revenue is recognized. The core principle is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In July 2015, the FASB voted to defer the effective date of this ASU by one year to annual periods beginning after December 15, 2017 and shall be applied either retrospectively to each period presented or as a cumulative-effect adjustment as of the date of adoption. Early adoption is permitted as of the original effective date. The Company is evaluating the potential impact of this adoption on its consolidated financial statements.

In June 2014, the FASB issued ASU No. 2014-12,*Compensation—Stock Compensation (Topic 718): Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period (a consensus of the FASB Emerging Issues Task Force)*. This ASU clarifies that a performance target that affects vesting and that could be achieved after the requisite service period be treated as a performance condition. A reporting entity should apply existing guidance in Topic 718 as it relates to awards with performance conditions that affect vesting to account for such awards. As such, the performance target should not be reflected in estimating the grant-date fair value of the award. Compensation cost should be recognized in the period in which it becomes probable that the performance target will be achieved and should represent the compensation cost attributable to the period(s) for which the requisite service has already been rendered. This ASU is effective for annual periods, and interim periods within those years, beginning after December 15, 2015. Early adoption is permitted. This ASU may be applied either (a) prospectively to all awards granted or modified after the effective date or (b) retrospectively to all awards with performance targets that are outstanding as of the beginning of the earliest annual period presented in the financial statements and to all new or modified awards thereafter. The adoption of this guidance will not have a material impact on the Company’s consolidated financial statements.

In August 2014, the FASB issued ASU No. 2014-15, *Presentation of Financial Statements — Going Concern (Subtopic 205-40)*. The purpose of this ASU is to incorporate into U.S. GAAP management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern within one year after the date that the financial statements are issued (or within one year after the date that the financial statements are available to be issued when applicable), and to provide related footnote disclosures. This update is effective for the annual period ending after December 15, 2016, and for annual periods and interim periods thereafter. Early application is permitted. The adoption of this guidance will not have a material impact on the Company's consolidated financial statements.

In January 2015, the FASB issued ASU No. 2015-01, *Income Statement—Extraordinary and Unusual Items (Subtopic 225-20): Simplifying Income Statement Presentation by Eliminating the Concept of Extraordinary Items.* This ASU is part of the FASB's initiative to reduce complexity in accounting standards. This ASU eliminates from U.S. GAAP the concept of extraordinary items, which were previously required to be segregated from the results of ordinary operations and shown separately in the income statement, net of tax, after income from continuing operations. Entities were also required to disclose applicable income taxes for the extraordinary item and either present or disclose earnings-per-share data applicable to the extraordinary item. Items which are considered both unusual and infrequent will now be presented separately within income from continuing operations in the income statement or disclosed in notes to the financial statements. This update is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. Companies may apply the ASU prospectively, or may also apply the amendments retrospectively to all prior periods presented in the financial statements. Early adoption is permitted provided that the guidance is applied from the beginning of the fiscal year of adoption. The adoption of this guidance will not have a material impact on the Company's consolidated financial statements.

In February 2015, the FASB issued ASU No. 2015-02, *Consolidation (Topic 810): Amendments to the Consolidation Analysis.* This ASU changes the analysis that reporting entities must perform to determine if certain types of legal entities should be consolidated. Specifically, the ASU focuses on 1) the variable interest entity, or VIE, evaluation of limited partnerships and similar legal entities, 2) eliminating the presumption that general partners should consolidate a limited partnership, 3) the consolidation analysis of reporting entities that are involved with VIEs, and 4) scope exceptions from consolidation guidance for reporting entities with interests in legal entities that are required to comply with or operate in accordance with requirements that are similar to those in Rule 2a-7 of the Investment Company Act of 1940 for registered money market funds. This update is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted, including adoption in an interim period. If the ASU is adopted in an interim period, any adjustments should be reflected as of the beginning of the fiscal year that includes that interim period. The ASU may be applied using a modified retrospective approach by recording a cumulative-effect adjustment as of the beginning of the fiscal year of adoption. A reporting entity also may apply the amendments retrospectively. The Company is evaluating the potential impact of this adoption on its consolidated financial statements.

In April 2015, the FASB issued ASU No. 2015-03, *Interest—Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs.* This ASU requires that debt issuance costs related to a recognized debt liability now be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. Under current U.S. GAAP, debt issuance costs are recognized as a deferred charge asset. The recognition and measurement guidance for debt issuance costs are not affected by the amendments in this ASU. This update is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted for financial statements that have not been previously issued. A reporting entity should apply the amendments retrospectively, wherein the balance sheet of each individual period presented should be adjusted to reflect the period-specific effects of applying the ASU. The Company is evaluating the potential impact of this adoption on its consolidated financial statements.

In April 2015, the FASB issued ASU No. 2015-05, *Intangibles—Goodwill and Other— Internal-Use Software (Subtopic 350-40): Customer's Accounting for Fees Paid in a Cloud Computing Arrangement.* This ASU adds explicit guidance into U.S. GAAP regarding a customer's accounting for fees paid in a cloud computing arrangement. The ASU provides guidance to customers about whether a cloud computing arrangement includes a software license. If a cloud computing arrangement includes a software license, then the customer should account for the software license element of the arrangement consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a service contract. This update is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted. A reporting entity should apply the amendments either (1) prospectively to all arrangements entered into or materially modified after the effective date or (2) retrospectively. The Company is evaluating the potential impact of this adoption on its consolidated financial statements.

In May, 2015, the FASB issued ASU No. 2015-07, *Fair Value Measurement (Topic 820): Disclosures for Investment in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent).* This ASU applies to reporting entities that elect to measure the fair value of an investment using the net asset value, or NAV, per share (or its equivalent) practical expedient. The ASU removes the requirement to categorize within the fair value hierarchy all investments for which fair value is measured using the NAV per share practical expedient. The amendments also remove the requirement to make certain disclosures for all investments that are eligible to be measured at fair value using the NAV per share practical expedient. Rather, those disclosures are limited to investments for which the entity has elected to measure the fair value using that practical expedient. The amendments in this ASU are effective for reporting periods beginning after December 15, 2015, with early adoption permitted. Entities should apply the amendments in this update retrospectively to all periods presented. The Company is evaluating the potential impact of this adoption on its consolidated financial statements.

In July 2015, the FASB issued ASU No. 2015-11, *Inventory (Topic 330): Simplifying the Measurement of Inventory.* This ASU does not apply to inventory that is measured using last-in, first-out (LIFO) or the retail inventory method. The amendments apply to all other inventory, which includes inventory that is measured using first-in, first-out (FIFO) or average cost. This ASU eliminates from U.S. GAAP the requirement to measure inventory at the lower of cost or market. Market under the previous requirement could be replacement cost, net realizable value, or net realizable value less an approximately normal profit margin. Entities within scope of this update will now be required to measure inventory at the lower of cost and net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Subsequent measurement is unchanged for inventory using LIFO or the retail inventory method. The amendments in this update are effective for fiscal years beginning after December 15, 2016, with early adoption permitted. The Company is evaluating the potential impact of this adoption on its consolidated financial statements.

Venezuela

Herbalife Venezuela, the Company's Venezuelan subsidiary, currently imports its products into Venezuela. Foreign exchange controls in that country limit Herbalife Venezuela's ability to repatriate earnings and settle its intercompany obligations at any official rate. As a result, the Company's Bolivar-denominated cash and cash equivalents have continued to accumulate, increasing the potential impact of any currency devaluation. The current operating environment in Venezuela also continues to be challenging for the Company's Venezuela business, with high inflation, price controls, and the risk that the government will further devalue the Bolivar or impose other import or currency exchange restrictions.

At December 31, 2014, the Company used the SICAD II rate of 50 Bolivars per U.S. dollar to remeasure Herbalife Venezuela's financial statements. In February 2015, the Venezuelan government announced the introduction of a modified three-tier exchange control system which consists of CENCOEX, SICAD, and a third new mechanism called the Marginal Currency System, or SIMADI, and the SICAD II exchange mechanism was terminated. On February 12, 2015, the SIMADI exchange mechanism opened at a rate of 170 Bolivars per U.S. dollar as published by the Venezuelan government. During the first quarter of 2015, the Company was awarded approximately $0.1 million U.S. dollars through the SIMADI exchange mechanism and the Company's ability to successfully exchange Bolivars to U.S. dollars continues to remain limited. At March 31, 2015, the Company used the SIMADI exchange rate to remeasure its Venezuelan subsidiary's financial statements. The Company recognized $32.6 million in foreign exchange losses in selling, general & administrative expenses and $1.4 million of inventory write downs in cost of sales within its condensed consolidated statement of income for the three months ended March 31, 2015 related to the remeasurement of its Venezuelan subsidiary's financial statements. The Company recognized $0.3 million in foreign exchange losses in selling, general & administrative expenses and $0.3 million of inventory write downs in cost of sales within its condensed consolidated statement of income for the three months ended June 30, 2015 related to the remeasurement of its Venezuelan subsidiary's financial statements. The Company continues to use the SIMADI exchange rate for remeasurement which was 198 Bolivars per U.S. dollar at June 30, 2015.

Due to the evolving foreign exchange control environment in Venezuela, it is possible that the Company's ability to access certain foreign exchange mechanisms, including the SIMADI rate, could change in future periods which may have an impact on the rate the Company uses to remeasure Herbalife Venezuela's Bolivar-denominated assets and liabilities. If the Company continues using the SIMADI rate for remeasurement purposes in future periods, any future U.S. dollars obtained through the SICAD or other more favorable mechanisms could have a positive impact on the Company's consolidated net earnings. In addition, devaluations of the SIMADI rate, adoption of less favorable official rates by the Venezuelan government, or U.S. dollars obtained through less favorable alternative legal exchange mechanisms, could have a negative impact on the Company's future consolidated net earnings. The Company is closely monitoring the CENCOEX, SICAD, and SIMADI exchange mechanisms as they continue to evolve.

As a result of using the SICAD I rate for remeasurement at March 31, 2014, the Company recognized $86.1 million of foreign exchange losses in selling, general & administrative expenses within its condensed consolidated statement of income for the three months ended March 31, 2014. The Company recognized $0.2 million in foreign exchange losses in selling, general & administrative expenses within its condensed consolidated statement of income for the three months ended June 30, 2014 related to the remeasurement of Herbalife Venezuela's financial statements.

As of June 30, 2015, Herbalife Venezuela's net monetary assets and liabilities denominated in Bolivars was approximately $10.2 million, and included approximately $9.5 million in Bolivar denominated cash and cash equivalents. As noted above, these Bolivar denominated assets and liabilities were remeasured at the SIMADI rate as of June 30, 2015. These remeasured amounts, including cash and cash equivalents, being reported on the Company's condensed consolidated balance sheet using the published SIMADI rate may not accurately represent the amount of U.S. dollars that the Company will ultimately realize. While the Company continues to monitor the exchange mechanisms and restrictions imposed by the Venezuelan government, and assess and monitor the current economic and political environment in Venezuela, there is no assurance that the Company will be able to exchange Bolivars into U.S. dollars on a timely basis or at all, and if it does, what impact, if any, such exchanges will have on the Company's financial statements. Herbalife Venezuela's net sales represented less than 1% and approximately 4% of the Company's consolidated net sales for the six months ended June 30, 2015 and 2014, respectively, and its total assets represented approximately 1% and 2% of the Company's consolidated total assets as of June 30, 2015 and December 31, 2014, respectively. As of June 30, 2015, the majority of Herbalife Venezuela's total assets consisted of Bolivar-denominated cash and cash equivalents.

See the Company's financial statements and related notes in the 2014 10-K for further information on Herbalife Venezuela and Venezuela's highly inflationary economy.

Investments in Bolivar-Denominated Bonds

During the three and six months ended June 30, 2015, the Company invested in additional Bolivar-denominated bonds with a purchase price of 25.7 million Bolivars, or approximately $0.1 million. During the three and six months ended June 30, 2014, the Company invested in additional Bolivar-denominated bonds with a purchase price of 45.1 million and 65.4 million Bolivars, respectively, or approximately $4.3 million and $7.6 million, respectively. The Company classifies these bonds as long-term available-for-sale investments which are carried at fair value, inclusive of unrealized gains and losses, and net of discount accretion and premium amortization. The fair value of these bonds is determined using Level 2 inputs which include prices of similar assets traded in active markets in Venezuela and observable yield curves. Net unrealized gains and losses on these bonds are included in other comprehensive income (loss) and are net of applicable income taxes. As of June 30, 2015, the amortized cost of the Company's Venezuelan bonds was $1.2 million and the bonds had a market value of $1.1 million. As of June 30, 2015, the Company's Venezuelan bonds had contractual maturities due after five years. Expected disposal dates of the bonds may be less than the contractual maturity dates. During the three and six months ended June 30, 2015 and 2014, the Company did not sell any of its Venezuelan bonds.

The Company evaluates securities for other-than-temporary impairment on a quarterly basis. The impairment evaluation considers numerous factors, and their relative significance varies depending on the situation. Factors considered include the length of time and extent to which the market value has been less than cost; the financial condition and near-term prospects of the issuer of the securities; when applicable, the foreign exchange rates that are available to the Company; and the intent and ability of the Company to retain the security in order to allow for an anticipated recovery in fair value. If, based upon the analysis, it is determined that the impairment is other-than-temporary, the security is written-down to fair value, and a loss is recognized in other expense, net in the Company's condensed consolidated income statement. Other-than-temporary impairments relating to available-for-sale securities for the three months ended March 31, 2015 and 2014 was $2.3 million and $3.2 million, respectively, which were primarily due to unfavorable foreign exchange rates. There were no other-than-temporary impairments related to available-for-sale securities during the three months ended June 30, 2015 and 2014.

3. Inventories

Inventories consist primarily of finished goods available for resale. Inventories are stated at lower of cost (primarily on the first-in, first-out basis) or market.

The following are the major classes of inventory:

	June 30, 2015	December 31, 2014
	(In millions)	
Raw materials	$ 40.0	$ 39.5
Work in process	4.6	4.3
Finished goods	277.3	333.9
Total	$ 321.9	$ 377.7

4. Long-Term Debt

Long-term debt consists of the following:

	June 30, 2015	December 31, 2014
	(In millions)	
Borrowings under the senior secured credit facility	$ 689.7	$ 850.0
Convertible senior notes, carrying value of liability component	979.5	961.7
Other debt	13.8	—
Total	1,683.0	1,811.7
Less: current portion	293.5	100.0
Long-term portion	$ 1,389.5	$ 1,711.7

Senior Secured Credit Facility

On March 9, 2011, the Company entered into a $700.0 million senior secured revolving credit facility, or the Credit Facility, with a syndicate of financial institutions as lenders and terminated its prior senior secured credit facility, or the Prior Credit Facility.

In March 2011, the Company used $196.0 million in U.S. dollar borrowings under the Credit Facility to repay all amounts outstanding under the Prior Credit Facility. The Company incurred approximately $5.7 million of debt issuance costs in connection with the Credit Facility. These debt issuance costs were recorded as deferred financing costs on the Company's condensed consolidated balance sheet and are being amortized over the term of the Credit Facility.

On July 26, 2012, the Company amended the Credit Facility to include a $500.0 million term loan with a syndicate of financial institutions as lenders, or the Term Loan. The Term Loan is a part of the Credit Facility and is in addition to the Company's current revolving credit facility. The Term Loan matures on March 9, 2016. The Company will make regular scheduled payments for the Term Loan consisting of both principal and interest components.

In July 2012, the Company used all $500.0 million of the borrowings under the Term Loan to pay down amounts outstanding under the Company's revolving credit facility. The Company incurred approximately $4.5 million of debt issuance costs in connection with the Term Loan. The debt issuance costs are recorded as deferred financing costs on the Company's condensed consolidated balance sheet and will be amortized over the life of the Term Loan.

In February 2014, in connection with issuing the $1.15 billion Convertible Notes described below, the Company amended the Credit Facility. Pursuant to this amendment, the Company amended the terms of the Credit Facility to provide for technical amendments to the indebtedness, asset sale and dividend covenants and the cross-default event of default to accommodate the issuance of the Convertible Notes and the capped call and prepaid forward share repurchase transactions described in greater detail in Note 10, *Shareholders' Deficit*. The amendment also increased by 0.50% the highest applicable margin payable by Herbalife in the event that Herbalife's consolidated total leverage ratio is equal to or exceeds 2.50 to 1.00 and increased the permitted consolidated total leverage ratio of Herbalife under the Credit Facility. The Company incurred approximately $2.3 million of debt issuance costs in connection with the amendment. The debt issuance costs are recorded as deferred financing costs on the Company's condensed consolidated balance sheet and will be amortized over the life of the Credit Facility.

On May 4, 2015, the Company amended its Credit Facility to extend the maturity date of its revolving credit facility by one year to March 9, 2017. The Term Loan will mature on March 9, 2016. Pursuant to this amendment and upon execution, the Company made prepayments of approximately $20.3 million and $50.9 million on the Term Loan and revolving credit facility, respectively. Additionally, the Company's $700 million borrowing capacity on its revolving credit facility was reduced by approximately $235.9 million upon execution of this amendment, and will be further reduced by approximately $39.1 million on September 30, 2015, bringing the total expected available borrowing capacity on its revolving credit facility to $425.0 million as of September 30, 2015. Until March 9, 2016, the interest rates on the Company's borrowings under the Credit Facility will effectively remain unchanged except that the minimum applicable margin will be increased by 0.50% and LIBOR will have a minimum floor of 0.25%. Based on the Company's consolidated leverage ratio, U.S. dollar borrowings under the Credit Facility now bear interest at either LIBOR plus the applicable margin between 2.00% and 3.00% or the base rate plus the applicable margin between 1.00% and 2.00%. The base rate under the Credit Facility represents the highest of the Federal Funds Rate plus 0.50%, the one-month LIBOR plus 1.00%, and the prime rate offered by Bank of America. The Company, based on its consolidated leverage ratio, pays a commitment fee between 0.40% and 0.50% per annum on the unused portion of the Credit Facility. The Credit Facility also permits the Company to borrow limited amounts in Mexican Peso and Euro currencies based on variable rates. All obligations under the Credit Facility are unconditionally guaranteed by certain of the Company's subsidiaries and are secured by substantially all of the assets of the U.S. subsidiaries of the Company's parent, Herbalife Ltd. and by certain assets of certain foreign subsidiaries of Herbalife Ltd..

After March 9, 2016, the applicable interest rates on the Company's borrowings under the Credit Facility will increase by 2.00% such that borrowings under the Credit Facility will bear interest at either LIBOR plus the applicable margin between 4.00% and 5.00% or the base rate plus the applicable margin between 3.00% and 4.00%. The Company incurred approximately $6.2 million of debt issuance costs in connection with the amendment. The debt issuance costs are recorded as deferred financing costs on the Company's condensed consolidated balance sheet and will be amortized over the life of the revolving credit facility.

The Credit Facility requires the Company to comply with a leverage ratio and a coverage ratio. In addition, the Credit Facility contains customary covenants, including covenants that limit or restrict the Company's ability to incur liens, incur indebtedness, make investments, dispose of assets, make certain restricted payments, pay dividends, repurchase its common shares, merge or consolidate and enter into certain transactions with affiliates. The Credit Facility restricts the Company's ability to pay dividends or repurchase its common shares to a maximum of $233.0 million until maturity and for every one dollar of share repurchase or dividend paid, the revolving credit facility's borrowing capacity is permanently decreased by two dollars. The Credit Facility also provides for the grant of security interest on certain additional assets of the Company and its subsidiaries. The Company is also required to maintain a minimum balance of $200.0 million of consolidated cash and cash equivalents. As of June 30, 2015 and December 31, 2014, the Company was compliant with its debt covenants under the Credit Facility.

On June 30, 2015 and December 31, 2014, the weighted average interest rate for borrowings under the Credit Facility, including borrowings under the Term Loan, was 2.74% and 3.04%, respectively.

During the three months ended March 31, 2015, the Company repaid a total amount of $25.0 million under the Credit Facility. During the three months ended June 30, 2015, the Company repaid a total amount of $135.3 million under the Credit Facility. As of June 30, 2015 and December 31, 2014, the U.S. dollar amount outstanding under the Credit Facility was $689.7 million and $850.0 million, respectively. Of the $689.7 million U.S. dollar amount outstanding under the Credit Facility as of June 30, 2015, $279.7 million was outstanding on the Term Loan and $410.0 million was outstanding on the revolving credit facility. Of the $850.0 million U.S. dollar amount outstanding under the Credit Facility as of December 31, 2014, $350.0 million was outstanding on the Term Loan and $500.0 million was outstanding on the revolving credit facility. There were no outstanding foreign currency borrowings as of June 30, 2015 and December 31, 2014 under the Credit Facility.

The fair value of the outstanding borrowings on the Company's revolving credit facility and Term Loan approximated their carrying values as of June 30, 2015, due to their variable interest rates which reprice frequently and represent floating market rates. The fair value of the outstanding borrowings on the Company's revolving credit facility and Term Loan are determined by utilizing Level 2 inputs as defined in Note 12, *Fair Value Measurements*, such as observable market interest rates and yield curves.

Convertible Senior Notes

During February 2014, the Company initially issued $1 billion aggregate principal amount of convertible senior notes, or Convertible Notes, in a private offering to qualified institutional buyers, pursuant to Rule 144A under the Securities Act of 1933, as amended. The Company granted an option to the initial purchasers to purchase up to an additional $150 million aggregate principal amount of Convertible Notes which was subsequently exercised in full during February 2014, resulting in a total issuance of $1.15 billion aggregate principal amount of Convertible Notes. The Convertible Notes are senior unsecured obligations which rank effectively subordinate to any of our existing and future secured indebtedness, including amounts outstanding under the Credit Facility, to the extent of the value of the assets securing such indebtedness. The Convertible Notes pay interest at a rate of 2.00% per annum payable semiannually in arrears on February 15 and August 15 of each year, beginning on August 15, 2014. The Convertible Notes mature on August 15, 2019, unless earlier repurchased or converted. The Company may not redeem the Convertible Notes prior to their stated maturity date. Holders of the Convertible Notes may convert their notes at their option under the following circumstances: (i) during any calendar quarter commencing after the calendar quarter ending March 31, 2014, if the last reported sale price of the Company's common shares for at least 20 trading days (whether or not consecutive) in a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter exceeds 130% of the conversion price for the Convertible Notes on each applicable trading day; (ii) during the five business-day period immediately after any five consecutive trading day period, or the measurement period, in which the trading price per $1,000 principal amount of Convertible Notes for each trading day of that measurement period was less than 98% of the product of the last reported sale price of the Company's common shares and the conversion rate for the Convertible Notes for each such day; or (iii) upon the occurrence of specified corporate events. On and after May 15, 2019, holders may convert their Convertible Notes at any time, regardless of the foregoing circumstances. Upon conversion, the Convertible Notes will be settled in cash and, if applicable, the Company's common shares, based on the applicable conversion rate at such time. The Convertible Notes had an initial conversion rate of 11.5908 common shares per $1,000 principal amount of the Convertible Notes (which is equal to an initial conversion price of approximately $86.28 per common share).

The Company incurred approximately $26.6 million of issuance costs during the first quarter of 2014 relating to the issuance of the Convertible Notes. Of the $26.6 million issuance costs incurred, $21.5 million and $5.1 million were recorded to deferred financing costs and additional paid-in capital, respectively, in proportion to the allocation of the proceeds of the Convertible Notes. The $21.5 million recorded to deferred financing costs on the Company's condensed consolidated balance sheet is being amortized over the contractual term of the Convertible Notes using the effective interest method.

During February 2014, the $1.15 billion proceeds received from the issuance of the Convertible Notes were initially allocated between long-term debt, or liability component, and additional paid-in-capital, or equity component, within the Company's condensed consolidated balance sheet at $930.9 million and $219.1 million, respectively. The liability component was measured using the nonconvertible debt interest rate. The carrying amount of the equity component representing the conversion option was determined by deducting the fair value of the liability component from the face value of the Convertible Notes as a whole. Since the Company must still settle these Convertible Notes at face value at or prior to maturity, this liability component will be accreted up to its face value resulting in additional non-cash interest expense being recognized within the Company's condensed consolidated statements of income while the Convertible Notes remain outstanding. The effective interest rate on the Convertible Notes is approximately 6.2% per annum. The equity component is not remeasured as long as it continues to meet the conditions for equity classification.

As of June 30, 2015, the outstanding principal on the Convertible Notes was $1.15 billion, the unamortized debt discount was $170.5 million, and the carrying amount of the liability component was $979.5 million, which was recorded to long-term debt within the Company's condensed consolidated balance sheet as reflected in the table above within this Note. As of June 30, 2015, the fair value of the liability component relating to the Convertible Notes was approximately $850.8 million. At June 30, 2015, the Company determined the fair value of the liability component of the Convertible Notes using two valuation methods. The Company reviewed market data that was available for publicly traded, senior, unsecured nonconvertible corporate bonds issued by companies with similar credit ratings. Assumptions used in the estimate represent what market participants would use in pricing the liability component, including market yields and credit standing to develop the straight debt yield estimate. The Company also used a lattice model, which included inputs such as stock price, the Convertible Note trading price, volatility and dividend yield as of June 30, 2015, to estimate the straight debt yield. The Company combined the results of the two valuation methods to determine the fair value of the liability component of the Convertible Notes. Most of these inputs are primarily considered Level 2 and Level 3 inputs. This valuation approach was similar to the approach the Company used to determine the initial fair value of the liability component of the Convertible Notes on the February 7, 2014 issuance date.

In conjunction with the issuance of the Convertible Notes, during February 2014, the Company paid approximately $685.8 million to enter into prepaid forward share repurchase transactions, or the Forward Transactions, with certain financial institutions, and paid approximately $123.8 million to enter into capped call transactions with respect to its common shares, or the Capped Call Transactions, with certain financial institutions. See Note 10, *Shareholders' Deficit*, for additional discussion on the Forward Transactions and Capped Call Transactions entered into in conjunction with the issuance of these Convertible Notes.

During the three and six months ended June 30, 2015, the Company recognized $15.6 million and $30.8 million, respectively, of interest expense relating to the Convertible Notes, which included $8.9 million and $17.7 million, respectively, relating to non-cash interest expense relating to the debt discount and $1.0 million and $1.9 million, respectively, relating to amortization of deferred financing costs. During the three and six months ended June 30, 2014, the Company recognized $15.2 million and $24.0 million, respectively, of interest expense relating to the Convertible Notes, which included $8.5 million and $13.3 million, respectively, relating to non-cash interest expense relating to the debt discount and $0.9 million and $1.4 million, respectively, relating to amortization of deferred financing costs. The Company's total interest expense, including the Credit Facility, was $24.8 million and $24.2 million for the three months ended June 30, 2015 and 2014, respectively, and $48.2 million and $41.9 million for the six months ended June 30, 2015 and 2014, respectively, which was recognized within its condensed consolidated statement of income. Interest expense for the six months ended June 30, 2015 included a $0.6 million write-off of unamortized deferred financing costs resulting from the amendment of the Credit Facility, as discussed above.

As of June 30, 2015, the aggregate annual maturities of the Credit Facility were expected to be $50.0 million for the remainder of 2015, $229.7 million for 2016, and $410.0 million for 2017. The $1.15 billion Convertible Notes are due in 2019.

Certain vendors and government agencies may require letters of credit or similar guaranteeing arrangements to be issued or executed. As of June 30, 2015, the Company had $33.1 million of issued but undrawn letters of credit or similar arrangements, which included the Mexico Value Added Tax, or VAT, related surety bonds described in Note 5, *Contingencies*.

5. Contingencies

The Company is from time to time engaged in routine litigation. The Company regularly reviews all pending litigation matters in which it is involved and establishes reserves deemed appropriate by management for these litigation matters when a probable loss estimate can be made.

As a marketer of foods, dietary and nutritional supplements, and other products that are ingested by consumers or applied to their bodies, the Company has been and is currently subjected to various product liability claims. The effects of these claims to date have not been material to the Company, and the reasonably possible range of exposure on currently existing claims is not material to the Company. The Company believes that it has meritorious defenses to the allegations contained in the lawsuits. The Company currently maintains product liability insurance with an annual deductible of $15 million.

Certain of the Company's subsidiaries have been subject to tax audits by governmental authorities in their respective countries. In certain of these tax audits, governmental authorities are proposing that significant amounts of additional taxes and related interest and penalties are due. The Company and its tax advisors believe that there are substantial defenses to governmental allegations that significant additional taxes are owed, and the Company is vigorously contesting the additional proposed taxes and related charges. On May 7, 2010, the Company received an assessment from the Mexican Tax Administration Service in an amount equivalent to approximately $73 million, translated at the June 30, 2015 spot rate, for various items, the majority of which was VAT allegedly owed on certain of the Company's products imported into Mexico during the years 2005 and 2006. This assessment is subject to interest and inflationary adjustments. On July 8, 2010, the Company initiated a formal administrative appeal process. On May 13, 2011, the Mexican Tax Administration Service issued a resolution on the Company's administrative appeal. The resolution nullified the assessment. Since the Mexican Tax Administration Service can further review the tax audit findings and re-issue some or all of the original assessment, the Company commenced litigation in the Tax Court of Mexico in August 2011 to dispute the assertions made by the Mexican Tax Administration Service in the case. The Company received notification on February 6, 2015 that the Tax Court of Mexico nullified substantially all of the assessment. On March 18, 2015, the Mexican Tax Administration Service filed an appeal against the verdict with the Circuit Court; that appeal is ongoing.

The Mexican Tax Administration Service commenced audits of the Company's Mexican subsidiaries for the period from January to September 2007 and on May 10, 2013, the Company received an assessment of approximately $19 million, translated at the June 30, 2015 spot rate, related to that period. On July 11, 2013, the Company filed an administrative appeal disputing the assessment. In addition, the Mexican Tax Administration Service has requested additional information in response to Company filings for VAT refunds. On September 22, 2014, the Mexican Tax Administration Service denied the Company's administrative appeal. The Company commenced litigation in the Tax Court of Mexico in November 2014 to dispute the assertions made by the Mexican Tax Administration Service in the case. The Company issued a surety bond in the amount of $20.4 million, translated at the June 30, 2015 spot rate, through an insurance company to guarantee payment of the tax assessment as required while the Company pursues an appeal of the assessment. Litigation in this case is currently ongoing. The Company has not recognized a loss as the Company does not believe a loss is probable.

The Mexican Tax Administration Service audited the Company's Mexican subsidiaries for the 2011 year. The audit focused on importation and VAT issues. On June 25, 2013, the Mexican Tax Administration Service closed the audit of the 2011 year without any assessment.

The Company has not recognized a loss with respect to any of these Mexican matters as the Company, based on its analysis and guidance from its advisors, does not believe a loss is probable. Further, the Company is currently unable to reasonably estimate a possible loss or range of loss that could result from an unfavorable outcome if an assessment was re-issued or any additional assessments were to be issued for these or other periods. The Company believes that it has meritorious defenses if the assessment is re-issued or would have meritorious defenses if any additional assessment is issued.

The Mexican Tax Administration Service has requested information related to the Company's 2010 year. This information has been provided. In addition, the Mexican Tax Administration Service requested information related to the Company's 2012 year. This information has been provided. The Mexican Tax Administration Service may request additional information or audit additional periods.

The Mexican Tax Administration Service has delayed processing VAT refunds for companies operating in Mexico and the Company believes that the process for its Mexico subsidiary to receive VAT refunds may be delayed. In March 2015, the Company commenced litigation in the Tax Court of Mexico to reclaim the VAT refund pertaining specifically to the July 2013 period. As of June 30, 2015, the Company had $55.4 million of Mexico VAT related assets within other assets on its consolidated balance sheet. This amount relates to VAT payments made over various periods. The Company has not recognized any losses related to these VAT related assets as the Company does not believe a loss is probable.

On March 26, 2015, the Office of the President of Mexico issued a decree relating to the application of VAT to Nutritional Supplements. The Company continues to believe its application of the VAT law in Mexico is correct. At June 30, 2015, the Company has not recognized any losses as the Company, based on its current analysis and guidance from its advisors, does not believe a loss is probable. The Company continues to evaluate and monitor its situation as it develops, including whether it will make any changes to its operations in Mexico.

The Company received a tax assessment in September 2009 from the Federal Revenue Office of Brazil in an amount equivalent to approximately $2.7 million, translated at the June 30, 2015 spot rate, related to withholding/contributions based on payments to the Company's Members during 2004. On December 28, 2010, the Company appealed this tax assessment to the Administrative Council of Tax Appeals (2nd level administrative appeal). The Company believes it has meritorious defenses and it has not recognized a loss as the Company does not believe a loss is probable. On March 6, 2014, the Company was notified of a similar audit of the 2011 year. This audit is ongoing. The Company is currently unable to reasonably estimate the amount of the loss that may result from an unfavorable outcome if additional assessments for other periods were to be issued.

The Company's Brazilian subsidiary pays ICMS-ST taxes on its product purchases, similar to VAT. The Company believes it will be able to utilize or recover these ICMS-ST credits in the future. As of June 30, 2015, the Company had $15.6 million of Brazil ICMS-ST related assets within other assets on its consolidated balance sheet. At June 30, 2015, the Company has not recognized any losses related to these ICMS-ST related assets as the Company does not believe a loss is probable.

The Korea Customs Service is currently auditing the importation activities of Herbalife Korea for the periods 2010 and later. If an assessment is issued, the Company would likely be required to pay the amount requested in order to appeal the assessment. Based on the Company's analysis and guidance from its advisors, the Company does not believe a loss is probable. Further, the Company is currently unable to reasonably estimate a possible loss or range of loss.

*Bostick, et al., v. Herbalife Int'l of Am., Inc., et al.*On April 8, 2013, Herbalife Ltd. and certain of its subsidiaries were named as defendants in a suit filed in the U.S. District Court for the Central District of California, challenging Herbalife's marketing practices and business structure under California laws prohibiting "endless chain schemes," unfair and deceptive business practices, and false advertising, as well as federal RICO statutes. On July 7, 2014, the complaint was amended to add additional plaintiffs. The plaintiffs sought damages in an unspecified amount. The federal RICO claim was dismissed. While the Company continues to believe the suit was without merit, and without in any way admitting liability or wrongdoing, the Company and the plaintiffs reached a settlement. Under the terms of the settlement, the Company would (i) pay $15 million into a fund to be distributed to qualified claimants and (ii) accept up to a maximum amount of $2.5 million in product returns from qualified claimants. The court granted preliminary approval of the settlement on December 2, 2014 and conditionally certified a class. The court granted final approval of the settlement on May 14, 2015 and the final judgment was entered June 19, 2015. As of June 30, 2015 these amounts were adequately reserved for in the Company's financial statements. The settlement class consists of approximately 1.5 million persons who were Members in the United States during the period from April 1, 2009 through and including December 2, 2014. The settlement amounts were more than sufficient to cover the claims. The objectors have filed a motion for reconsideration of the final judgment approving the settlement, which motion is scheduled to be heard on August 24, 2015. The Company intends to oppose the motion. The Company has transferred $15 million to an escrow account which was included in prepaid expenses and other current assets within its condensed consolidated balance sheet as of June 30, 2015.

In re Herbalife, Ltd. Securities Litigation (formerly captioned *Awad v. Herbalife Ltd., et al.*). On April 14, 2014, Herbalife Ltd. and certain of its officers were named as defendants in a purported stockholder class action, filed in the U.S. District Court for the Central District of California and asserting claims under the Securities Exchange Act of 1934. The complaint alleged that the Company and certain officers made material misstatements concerning the Company's finances and business practices, and contended that the Company is operating a pyramid scheme. The initial complaint sought to represent a class of investors that had purchased shares of the Company's common stock between May 4, 2010 and April 11, 2014. On July 30, 2014, the Court approved the appointment of different shareholders as lead plaintiffs and approved their selection of counsel. On September 18, 2014, these lead plaintiffs filed an Amended Class Action Complaint for Violation of the Federal Securities Laws against the Company, and certain of its officers. The Amended Complaint brings claims for unspecified damages under the Securities Exchange Act of 1934, as amended, alleges that the defendants made material misstatements that "fundamentally misrepresented the nature, scope and legality of the Company's business and operations to consumers and investors alike," and further alleges that the Company is one of "the most sophisticated pyramid schemes in history." The lead plaintiffs seek to represent a class of all persons or entities that purchased shares of the Company's common stock between February 23, 2011 and July 29, 2014. On March 16, 2015, the Court granted Defendants' motion to dismiss all claims in the Amended Complaint with leave to file an amended complaint and dismissed one of the shareholders as lead plaintiff. On May 8, 2015, the lead plaintiff filed a Second Amended Complaint for Violation of the Federal Securities Laws against the Company and one of its officers. The lead plaintiff seeks to represent a class of all persons or entities that purchased shares of the Company's common stock between February 23, 2011 and March 10, 2014. On July 28, 2015, the Court granted Defendants' motion to dismiss the Second Amended Complaint with leave to file an amended complaint by August 27, 2015. The Company continues to vigorously defend this purported class action suit. The Company has not recognized a loss as it does not believe a loss is probable. Further, the Company is currently unable to reasonably estimate a possible loss or range of loss.

*U.S. Federal Trade Commission Civil Investigative Demand.*As previously disclosed, the Company received from the U.S. Federal Trade Commission, or the FTC, a Civil Investigative Demand, or a CID, relating to the FTC's confidential investigation of whether the Company has complied with federal law in the advertising, marketing, or sale of business opportunities. Pursuant to the CID, as supplemented, the FTC has requested from the Company documents and other information for the time period commencing January 1, 2009 to the present. The Company is cooperating with the investigation and cannot predict the eventual scope, duration or outcome of the investigation at this time.

Since late 2012, a short seller has made and continues to make allegations regarding the Company and its network marketing program. The Company believes these allegations are without merit and is vigorously defending itself against such claims, including proactively reaching out to governmental authorities about what the Company believes is manipulative activity with respect to its securities. Because of these allegations, the Company and others have received and may receive additional regulatory and governmental inquiries. For example, the Company has previously disclosed inquiries from the Federal Trade Commission, Securities and Exchange Commission and other governmental authorities. The Department of Justice recently sought information from the Company, certain of its Members and others regarding allegations being made about the business practices of the Company and its Members. In the future, these and other governmental authorities may determine to seek information from the Company and other persons relating to these same or other allegations. If the Company believes any governmental or regulatory inquiry or investigation is or becomes material it will be disclosed individually. Consistent with its policies, the Company has cooperated and will continue to fully cooperate with any governmental or regulatory inquiries or investigations.

These matters may take several years to resolve. While the Company believes it has meritorious defenses, it cannot be sure of their ultimate resolution. Although the Company may reserve amounts for certain matters that the Company believes represent the most likely outcome of the resolution of these related disputes, if the Company is incorrect in its assessment, the Company may have to record additional expenses, when it becomes probable that an increased potential liability is warranted.

6. Segment Information

The Company is a nutrition company that sells a wide range of weight management, targeted nutrition, energy, sports & fitness, and outer nutrition products. The Company's products are manufactured by third party providers and by the Company in its Changsha, Hunan, China extraction facility, Suzhou, China facility, Lake Forest, California facility, and in its Winston-Salem, North Carolina facility, and then are sold to Members who consume and sell Herbalife products to retail consumers or other Members. Revenues reflect sales of products by the Company to its Members and are categorized based on geographic location.

As of June 30, 2015, the Company sold products in 91 countries throughout the world and was organized and managed by geographic regions. The Company aggregates its operating segments, excluding China, into one reporting segment, or the Primary Reporting Segment, as management believes that the Company's operating segments have similar operating characteristics and similar long term operating performance. In making this determination, management believes that the operating segments are similar in the nature of the products sold, the product acquisition process, the types of customers to whom products are sold, the methods used to distribute the products, the nature of the regulatory environment, and their economic characteristics. China has been identified as a separate reporting segment as it does not meet the criteria for aggregation. The operating information for the Primary Reporting Segment and China, and sales by product line are as follows:

	Three Months Ended		Six Months Ended	
	June 30, 2015	June 30, 2014	June 30, 2015	June 30, 2014
	(In millions)			
Net Sales:				
Primary Reporting Segment				
United States	$ 224.9	$ 245.0	$ 446.8	$ 487.3
Mexico	129.2	148.6	252.8	291.3
South Korea	77.3	117.9	149.1	216.9
Others	494.2	624.6	1,018.1	1,267.4
Total Primary Reporting Segment	925.6	1,136.1	1,866.8	2,262.9
China	236.7	170.1	400.9	305.9
Total Net Sales	$ 1,162.3	$ 1,306.2	$ 2,267.7	$ 2,568.8
Contribution Margin(1)(2):				
Primary Reporting Segment				
United States	$ 88.4	$ 101.9	$ 180.6	$ 205.8
Mexico	53.7	64.1	112.4	125.5
South Korea	43.2	62.9	84.8	118.3
Others	214.5	277.0	441.0	561.7
Total Primary Reporting Segment	399.8	505.9	818.8	1,011.3
China	214.5	152.3	362.5	276.7
Total Contribution Margin	$ 614.3	$ 658.2	$ 1,181.3	$ 1,288.0
Selling, general and administrative expenses(2)	470.5	461.9	901.9	964.0
Interest expense, net	23.7	21.4	45.2	36.4
Other expense, net	—	—	2.3	3.2
Income before income taxes	120.1	174.9	231.9	284.4
Income taxes	37.3	55.4	70.9	90.2
Net Income	$ 82.8	$ 119.5	$ 161.0	$ 194.2

Net sales by product line:				
Weight Management	$ 752.1	$ 843.5	$ 1,456.0	$ 1,651.1
Targeted Nutrition	261.0	286.1	512.9	570.1
Energy, Sports and Fitness	62.6	68.9	122.7	135.6
Outer Nutrition	32.0	47.0	67.4	86.7
Literature, promotional and other(3)	54.6	60.7	108.7	125.3
Total Net Sales	$ 1,162.3	$ 1,306.2	$ 2,267.7	$ 2,568.8
Net sales by geographic region:				
North America	$ 230.0	$ 250.6	$ 456.7	$ 498.4
Mexico	129.2	148.6	252.8	291.3
South and Central America	133.5	203.3	295.2	448.0
EMEA	193.8	227.3	380.2	438.5
Asia Pacific	239.1	306.3	481.9	586.7
China	236.7	170.1	400.9	305.9
Total Net Sales	$ 1,162.3	$ 1,306.2	$ 2,267.7	$ 2,568.8

(1) Contribution margin consists of net sales less cost of sales and royalty overrides.

(2) Service fees to China independent service providers totaling $114.4 million and $80.8 million for the three months ended June 30, 2015 and 2014, respectively, and totaling $193.1 million and $142.5 million for the six months ended June 30, 2015 and 2014, respectively, are included in selling, general and administrative expenses while Member compensation for all other countries is included in contribution margin.

(3) Product buybacks and returns in all product categories are included in the literature, promotional and other category.

As of June 30, 2015 and December 31, 2014, total assets for the Company's Primary Reporting Segment were $2,021.1 million and $2,066.2 million, respectively. Total assets for the China segment were $394.0 million and $308.7 million as of June 30, 2015 and December 31, 2014, respectively. As of June 30, 2015 and December 31, 2014, goodwill allocated to the Company's reporting units included in the Company's Primary Reporting Segment was $93.6 million and $98.8 million, respectively. As of June 30, 2015 and December 31, 2014, goodwill allocated to the China segment was $3.4 million for both periods.

7. Share-Based Compensation

The Company has share-based compensation plans, which are more fully described in Note 9, *Share-Based Compensation*, to the Consolidated Financial Statements in the 2014 10-K. During the six months ended June 30, 2015, the Company granted stock awards subject to service conditions, service and market conditions, and service and performance conditions, consisting of stock appreciation rights, or SARs.

For the three months ended June 30, 2015 and 2014, share-based compensation expense amounted to $12.7 million and $12.4 million, respectively. For the six months ended June 30, 2015 and 2014, share-based compensation expense amounted to $23.9 million and $23.4 million, respectively. As of June 30, 2015, the total unrecognized compensation cost related to all non-vested stock awards was $74.1 million and the related weighted-average period over which it is expected to be recognized is approximately 1.6 years.

The following tables summarize the activity under all share-based compensation plans for the six months ended June 30, 2015:

Stock Options & SARs	Awards		Weighted Average Exercise Price	Weighted Average Remaining Contractual Term		Aggregate Intrinsic Value(1)
	(In thousands)					(In millions)
Outstanding at December 31, 2014(3)	11,169	$	37.46	5.4 years	$	110.6
Granted(5)	3,483	$	31.96			
Exercised	(1,836)	$	21.77			
Forfeited	(90)	$	49.79			
Outstanding at June 30, 2015(2) (3)	12,726	$	38.13	6.9 years	$	249.0
Exercisable at June 30, 2015(4)	7,342	$	34.02	5.1 years	$	167.5

(1) The intrinsic value is the amount by which the current market value of the underlying stock exceeds the exercise price of the stock awards.
(2) Includes 0.1 million market condition SARs.
(3) Includes 1.0 million and 2.5 million performance condition SARs as of December 31, 2014 and June 30, 2015, respectively.
(4) Includes 0.3 million performance condition SARs.
(5) Includes 0.1 million market condition and 1.5 million performance condition SARs.

The weighted-average grant date fair value of SARs granted during the three months ended June 30, 2015 and 2014 was $19.46 and $25.99, respectively. The weighted-average grant date fair value of SARs granted during the six months ended June 30, 2015 and 2014 was $12.81 and $26.02, respectively. The total intrinsic value of stock options and SARs exercised during the three months ended June 30, 2015 and 2014 was $2.0 million and $20.1 million, respectively. The total intrinsic value of stock options and SARs exercised during the six months ended June 30, 2015 and 2014 was $19.6 million and $35.0 million, respectively.

Incentive Plan and Independent Directors Stock Units	Shares		Weighted Average Grant Date Fair Value
	(In thousands)		
Outstanding and nonvested December 31, 2014	33	$	63.67
Granted	30	$	47.80
Vested	(23)	$	59.98
Forfeited	(2)	$	59.98
Outstanding and nonvested June 30, 2015	38	$	53.65

The total vesting date fair value of stock units which vested during the three months ended June 30, 2015 and 2014 was $1.0 million and $0.3 million, respectively. The total vesting date fair value of stock units which vested during the six months ended June 30, 2015 and 2014 was $1.0 million and $8.5 million, respectively.

The Company recognizes excess tax benefits associated with share-based compensation to shareholders' deficit only when realized. When assessing whether excess tax benefits relating to share-based compensation have been realized, the Company follows the with-and-without approach. Under this approach, excess tax benefits related to share-based compensation are not deemed to be realized until after the utilization of all other tax benefits available to the Company, which are also subject to applicable limitations. As of June 30, 2015 and December 31, 2014, the Company had $24.2 million and $23.6 million, respectively, of unrealized excess tax benefits.

8. Income Taxes

Income taxes were $37.3 million and $70.9 million for the three and six months ended June 30, 2015, respectively, as compared to $55.4 million and $90.2 million for the same periods in 2014, respectively. The effective income tax rate was 31.1% and 30.6% for the three and six months ended June 30, 2015, respectively, as compared to 31.6% and 31.7% for the same periods in 2014, respectively. The decrease in the effective tax rate for the three and six months ended June 30, 2015, as compared to the same periods in 2014, was primarily due to an increase in net benefits from discrete events, partially offset by the impact of changes in the geographic mix of the Company's income.

As of June 30, 2015, the total amount of unrecognized tax benefits, including related interest and penalties was $52.5 millin. If the total amount of unrecognized tax benefits was recognized, $41.8 million of unrecognized tax benefits, $6.2 million of interest and $1.2 million of penalties would impact the effective tax rate.

The Company believes that it is reasonably possible that the amount of unrecognized tax benefits could decrease by up to approximately $11.2 million within the next twelve months. Of this possible decrease, $6.1 million would be due to the settlement of audits or resolution of administrative or judicial proceedings. The remaining possible decrease of $5.1 million would be due to the expiration of statute of limitations in various jurisdictions.

9. Derivative Instruments and Hedging Activities

Foreign Currency Instruments

The Company also designates certain foreign currency derivatives, primarily comprised of foreign currency forward contracts, as freestanding derivatives for which hedge accounting does not apply. The changes in the fair market value of these freestanding derivatives are included in selling, general and administrative expenses in the Company's condensed consolidated statements of income. The Company uses freestanding foreign currency derivatives to hedge foreign-currency-denominated intercompany transactions and to partially mitigate the impact of foreign currency fluctuations. The fair value of the freestanding foreign currency derivatives is based on third-party quotes. The Company's foreign currency derivative contracts are generally executed on a monthly basis.

The Company designates as cash-flow hedges those foreign currency forward contracts it enters into to hedge forecasted inventory purchases and intercompany management fees that are subject to foreign currency exposures. Forward contracts are used to hedge forecasted inventory purchases over specific months. Changes in the fair value of these forward contracts, excluding forward points, designated as cash-flow hedges are recorded as a component of accumulated other comprehensive income (loss) within shareholders' deficit, and are recognized in cost of sales in the condensed consolidated statement of income during the period which approximates the time the hedged inventory is sold. The Company also hedges forecasted intercompany management fees over specific months. These contracts allow the Company to sell Euros in exchange for U.S. dollars at specified contract rates. Changes in the fair value of these forward contracts designated as cash flow hedges are recorded as a component of accumulated other comprehensive income (loss) within shareholders' deficit, and are recognized in selling, general and administrative expenses in the condensed consolidated statement of income during the period when the hedged item and underlying transaction affect earnings.

As of June 30, 2015 and December 31, 2014, the aggregate notional amounts of all foreign currency contracts outstanding designated as cash flow hedges were approximately $133.6 million and $225.3 million, respectively. At June 30, 2015, these outstanding contracts were expected to mature over the next twelve months. The Company's derivative financial instruments are recorded on the condensed consolidated balance sheet at fair value based on third-party quotes. As of June 30, 2015, the Company recorded assets at fair value of $8.9 million and liabilities at fair value of $0.6 million relating to all outstanding foreign currency contracts designated as cash-flow hedges. As of December 31, 2014, the Company recorded assets at fair value of $12.3 million and liabilities at fair value of $1.6 million relating to all outstanding foreign currency contracts designated as cash-flow hedges. The Company assesses hedge effectiveness and measures hedge ineffectiveness at least quarterly. During the three and six months ended June 30, 2015 and 2014, the ineffective portion relating to these hedges was immaterial and the hedges remained effective as of June 30, 2015 and December 31, 2014.

As of June 30, 2015 and December 31, 2014, the majority of the Company's outstanding foreign currency forward contracts had maturity dates of less than twelve months with the majority of freestanding derivatives expiring within two months as of June 30, 2015 and December 31, 2014. As of June 30, 2015, the Company had aggregate notional amounts of approximately $548.1 million of foreign currency contracts, inclusive of freestanding contracts and contracts designated as cash flow hedges.

Gains and Losses on Derivative Instruments

The following table summarizes gains (losses) relating to derivative instruments recorded in other comprehensive income (loss) during the three and six months ended June 30, 2015 and 2014:

	Amount of Gain (Loss) Recognized in Other Comprehensive Loss			
	For the Three Months Ended		For the Six Months Ended	
	June 30, 2015	June 30, 2014	June 30, 2015	June 30, 2014
	(In millions)			
Derivatives designated as hedging instruments:				
Foreign exchange currency contracts relating to inventory and intercompany management fee hedges	$ 2.4	$ (1.8)	$ 9.6	$ (2.0)

The following table summarizes gains (losses) relating to derivative instruments recorded to income during the three and six months ended June 30, 2015 and 2014:

	Location of Gain (Loss) Recognized in Income	Amount of Gain (Loss) Recognized in Income			
		For the Three Months Ended		For the Six Months Ended	
		June 30, 2015	June 30, 2014	June 30, 2015	June 30, 2014
		(In millions)			
Derivatives designated as hedging instruments:					
Foreign exchange currency contracts relating to inventory hedges and intercompany management fee hedges(1)	Selling, general and administrative expenses	$ (0.2)	$ (1.0)	$ (0.3)	$ (2.6)
Derivatives not designated as hedging instruments:					
Foreign exchange currency contracts	Selling, general and administrative expenses	$ 0.1	$ (4.7)	$ (5.9)	$ (7.6)

(1) For foreign exchange contracts designated as hedging instruments, the amounts recognized in income (loss) primarily represent the amounts excluded from the assessment of hedge effectiveness. There were no material ineffective amounts reported for derivatives designated as hedging instruments.

The following table summarizes gains (losses) relating to derivative instruments reclassified from accumulated other comprehensive loss into income during the three and six months ended June 30, 2015 and 2014:

	Location of Gain (Loss) Reclassified from Accumulated Other Comprehensive Loss into Income (Effective Portion)	Amount of Gain (Loss) Reclassified from Accumulated Other Comprehensive Loss into Income			
		For the Three Months Ended		For the Six Months Ended	
		June 30, 2015	June 30, 2014	June 30, 2015	June 30, 2014
		(In millions)			
Derivatives designated as hedging instruments:					
Foreign exchange currency contracts relating to inventory hedges	Cost of sales	$ 3.4	$ 1.2	$ 4.8	$ 1.5

The Company reports its derivatives at fair value as either assets or liabilities within its condensed consolidated balance sheet. See Note 12, *Fair Value Measurements,* for information on derivative fair values and their condensed consolidated balance sheet location as of June 30, 2015 and December 31, 2014.

10. Shareholders' Deficit

Dividends

The declaration of future dividends is subject to the discretion of the Company's board of directors and will depend upon various factors, including its earnings, financial condition, Herbalife Ltd.'s available distributable reserves under Cayman Islands law, restrictions imposed by the Credit Facility and the terms of any other indebtedness that may be outstanding, cash requirements, future prospects and other factors deemed relevant by its board of directors. The Credit Facility permits payments of dividends up to a specified cap as long as no default or event of default exists and the consolidated leverage ratio specified in the Credit Facility is not exceeded. See Note 4, *Long-Term Debt*, for further information on restrictions concerning the Company's ability to declare dividends.

On April 28, 2014, the Company announced that its board of directors approved terminating the Company's quarterly cash dividend and instead utilizing the cash to repurchase additional common shares as discussed below. There were no dividends declared and paid during the three and six months ended June 30, 2015. There were no dividends declared and paid during the three months ended June 30, 2014. The aggregate amount of dividends declared and paid during the six months ended June 30, 2014 was $30.4 million.

During the six months ended June 30, 2014, the Company received $3.4 million of dividends primarily relating to the Forward Transactions described below which was recorded directly to its accumulated deficit. The Company did not receive any dividends during the three months ended June 30, 2014. The Company did not receive any dividends during the three and six months ended June 30, 2015.

Share Repurchases

On July 30, 2012, the Company announced that its board of directors authorized a new $1 billion share repurchase program that will expire on June 30, 2017. On February 3, 2014, the Company announced that its board of directors authorized an increase in the existing share repurchase authorization to an available balance of $1.5 billion. This share repurchase program allows the Company to repurchase its common shares, at such times and prices as determined by the Company's management as market conditions warrant, and to the extent Herbalife Ltd.'s distributable reserves are available under Cayman Islands law. The Credit Facility permits the Company to repurchase its common shares up to a specified cap as long as no default or event of default exists and the consolidated leverage ratio specified in the Credit Facility is not exceeded. See Note 4, *Long-Term Debt*, for further information on restrictions concerning the Company's ability to repurchase its common shares.

In conjunction with the issuance of the Convertible Notes during February 2014, the Company paid approximately $685.8 million to enter into prepaid forward share repurchase transactions, or the Forward Transactions, with certain financial institutions, or the Forward Counterparties, pursuant to which the Company purchased approximately 9.9 million common shares for settlement on or around the August 15, 2019 maturity date for the Convertible Notes, subject to the ability of each Forward Counterparty to elect to settle all or a portion of its Forward Transactions early. The Forward Transactions were generally expected to facilitate privately negotiated derivative transactions between the Forward Counterparties and holders of the Convertible Notes, including swaps, relating to the common shares by which holders of the Convertible Notes establish short positions relating to the common shares and otherwise hedge their investments in the Convertible Notes concurrently with, or shortly after, the pricing of the Convertible Notes. As a result of the Forward Transactions, the Company's total shareholders' deficit within its condensed consolidated balance sheet was reduced by approximately $685.8 million during the first quarter of 2014, with amounts of $653.9 million and $31.9 million being allocated between accumulated deficit and additional paid-in-capital, respectively, within total shareholders' deficit. Also, upon executing the Forward Transactions, the Company recorded $35.8 million in non-cash issuance costs to other assets and a corresponding amount to additional paid-in-capital within its condensed consolidated balance sheet, reflecting the fair value of the Forward Transactions. These non-cash issuance costs will be amortized to interest expense over the contractual term of the Forward Transactions. For the three and six months ended June 30, 2015, the Company recognized $1.6 million and $3.2 million, respectively, of non-cash interest expense within its condensed consolidated statement of income relating to amortization of these non-cash issuance costs, as compared to $1.6 million and $2.6 million for the same periods in 2014.

On May 6, 2014, the Company entered into an agreement with Merrill Lynch International to repurchase $266.0 million of its common shares, or the Repurchase Agreement, which expired on June 30, 2014. Under the terms of the Repurchase Agreement, the Company paid $266.0 million on May 7, 2014, and received an aggregate 4.3 million of its common shares under the Repurchase Agreement during May and June 2014. The total number of common shares repurchased under the Repurchase Agreement was determined generally upon a discounted volume-weighted average share price of the Company's common shares over the course of the Repurchase Agreement.

During the three months ended March 31, 2014, the Company effectively repurchased approximately 9.9 million of its common shares through the Forward Transactions at an aggregate cost of approximately $685.8 million or an average cost of $69.02 per share and they are treated as retired shares for basic and diluted EPS purposes although they remain legally outstanding. During the three months ended June 30, 2014, the Company repurchased approximately 9.8 million of its common shares through open market purchases and under the Repurchase Agreement, at an aggregate cost of approximately $581.3 million or an average cost of $59.41 per share.

During the three and six months ended June 30, 2015, the Company did not repurchase any of its common shares through open market purchases. As of June 30, 2015, the remaining authorized capacity under the Company's share repurchase program was $232.9 million inclusive of reductions for the Forward Transactions.

The Company reflects the aggregate purchase price of its common shares repurchased as a reduction to shareholders' deficit. The Company allocated the purchase price of the repurchased shares to accumulated deficit, common shares and additional paid-in-capital.

The number of shares issued upon vesting or exercise for certain restricted stock units and SARs granted pursuant to the Company's share-based compensation plans is net of the minimum statutory withholding requirements that the Company pays on behalf of its employees. Although shares withheld are not issued, they are treated as common share repurchases in the Company's condensed consolidated financial statements, as they reduce the number of shares that would have been issued upon vesting. These shares do not count against the authorized capacity under the Company's share repurchase program described above.

Capped Call Transactions

In February 2014, in connection with the issuance of Convertible Notes, the Company paid approximately $123.8 million to enter into capped call transactions with respect to its common shares, or the Capped Call Transactions, with certain financial institutions. The Capped Call Transactions are expected generally to reduce the potential dilution upon conversion of the Convertible Notes in the event that the market price of the common shares is greater than the strike price of the Capped Call Transactions, initially set at $86.28 per common share, with such reduction of potential dilution subject to a cap based on the cap price initially set at $120.79 per common share. The strike price and cap price are subject to certain adjustments under the terms of the Capped Call Transactions. Therefore, as a result of executing the Capped Call Transactions, the Company in effect will only be exposed to potential net dilution once the market price of its common shares exceeds the adjusted cap price. As a result of the Capped Call Transactions, the Company's additional paid-in capital within shareholders' deficit on its condensed consolidated balance sheet was reduced by $123.8 million during the first quarter of 2014.

Accumulated Other Comprehensive Income (Loss)

The following table summarizes changes in accumulated other comprehensive income (loss) during the three months ended June 30, 2015 and 2014:

	Changes in Accumulated Other Comprehensive Income (Loss) by Component Three Months Ended June 30,							
	2015				2014			
	Foreign Currency Translation Adjustments	Unrealized Gain (Loss) on Derivatives	Unrealized Gain (Loss) on Available-For-Sale Investments	Total	Foreign Currency Translation Adjustments	Unrealized Gain (Loss) on Derivatives	Unrealized Gain (Loss) on Available-For-Sale Investments	Total
	(In millions)							
Beginning Balance	$ (151.3)	$ 23.2	$ (0.1)	$ (128.2)	$ (27.8)	$ 5.3	$ —	$ (22.5)
Other comprehensive income (loss) before reclassifications, net of tax	10.5	2.6	—	13.1	2.4	(1.6)	0.2	1.0
Amounts reclassified from accumulated other comprehensive income (loss) to income, net of tax(1)	—	(3.3)	—	(3.3)	—	(1.2)	—	(1.2)
Total other comprehensive income (loss), net of reclassifications	10.5	(0.7)	—	9.8	2.4	(2.8)	0.2	(0.2)
Ending balance	$ (140.8)	$ 22.5	$ (0.1)	$ (118.4)	$ (25.4)	$ 2.5	$ 0.2	$ (22.7)

(1) See Note 2, *Significant Accounting Policies*, and Note 9, *Derivative Instruments and Hedging Activities*, for information regarding the location in the condensed consolidated statements of income of gains (losses) reclassified from accumulated other comprehensive income (loss) into income during the three months ended June 30, 2015 and 2014.

Other comprehensive income (loss) before reclassifications was net of tax benefits of $2.4 million and $0.1 million for foreign currency translation adjustment and unrealized gain (loss) on derivatives, respectively, for the three months ended June 30, 2015. Amounts reclassified from accumulated other comprehensive income (loss) to income was net of tax benefits of $0.2 million for unrealized gain (loss) on derivatives for the three months ended June 30, 2015.

Other comprehensive income (loss) before reclassifications was net of tax expense of $1.6 million, tax benefits of $0.2 million, and tax expense of $0.1 million for foreign currency translation adjustments, unrealized gain (loss) on derivatives, and unrealized gain (loss) on available-for-sale investments, respectively, for the three months ended June 30, 2014.

The following table summarizes changes in accumulated other comprehensive income (loss) during the six months ended June 30, 2015 and 2014:

	Changes in Accumulated Other Comprehensive Income (Loss) by Component Six Months Ended June 30,							
	2015				2014			
	Foreign Currency Translation Adjustments	Unrealized Gain (Loss) on Derivatives	Unrealized Gain (Loss) on Available-For-Sale Investments	Total	Foreign Currency Translation Adjustments	Unrealized Gain (Loss) on Derivatives	Unrealized Gain (Loss) on Available-For-Sale Investments	Total
	(In millions)							
Beginning Balance	$ (96.4)	$ 18.0	$ 0.2	$ (78.2)	$ (25.6)	$ 5.7	$ 0.1	$ (19.8)
Other comprehensive income (loss) before reclassifications, net of tax	(44.4)	9.1	(1.8)	(37.1)	0.2	(1.7)	(1.9)	(3.4)
Amounts reclassified from accumulated other comprehensive income (loss) to income, net of tax(1)	—	(4.6)	1.5	(3.1)	—	(1.5)	2.0	0.5
Total other comprehensive income (loss), net of reclassifications	(44.4)	4.5	(0.3)	(40.2)	0.2	(3.2)	0.1	(2.9)
Ending balance	$ (140.8)	$ 22.5	$ (0.1)	$ (118.4)	$ (25.4)	$ 2.5	$ 0.2	$ (22.7)

(1) See Note 2, *Significant Accounting Policies*, and Note 9, *Derivative Instruments and Hedging Activities*, for information regarding the location in the condensed consolidated statements of income of gains (losses) reclassified from accumulated other comprehensive income (loss) into income during the six months ended June 30, 2015 and 2014.

Other comprehensive income (loss) before reclassifications was net of tax benefits of $4.3 million, tax expense of $0.5 million, and tax benefits of $1.0 million for foreign currency translation adjustments, unrealized gain (loss) on derivatives, and unrealized gain (loss) on available-for-sale investments, respectively, for the six months ended June 30, 2015. Amounts reclassified from accumulated other comprehensive income (loss) to income was net of tax benefits of $0.2 million and tax expense of $0.8 million for unrealized gain (loss) on derivatives and unrealized gain (loss) on available-for-sale investments, respectively, for the six months ended June 30, 2015.

Other comprehensive income (loss) before reclassifications was net of tax expense of $1.5 million, tax benefits of $0.3 million, and tax benefits of $0.9 million for foreign currency translation adjustments, unrealized gain (loss) on derivatives, and unrealized gain (loss) on available-for-sale investments, respectively, for the six months ended June 30, 2014. Amounts reclassified from accumulated other comprehensive income (loss) to income was net of tax expense of $1.0 million for unrealized gain (loss) on available-for-sale investments for the six months ended June 30, 2014.

11. Earnings Per Share

Basic earnings per share represents net income divided by the weighted average number of common shares outstanding for the period. Diluted earnings per share represents net income divided by the weighted average number of common shares outstanding, inclusive of the effect of dilutive securities such as outstanding stock options, SARs, stock units and warrants.

The following are the common share amounts used to compute the basic and diluted earnings per share for each period:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
	(in millions)			
Weighted average shares used in basic computations	82.6	86.1	82.5	90.7
Dilutive effect of exercise of equity grants outstanding	2.6	5.1	2.3	5.2
Weighted average shares used in diluted computations	85.2	91.2	84.8	95.9

There were an aggregate of 5.4 million and 7.7 million of equity grants, consisting of stock options, SARs, and stock units that were outstanding during the three and six months ended June 30, 2015, respectively, and an aggregate of 3.5 million of equity grants that were outstanding during both the three and six months ended June 30, 2014, but were not included in the computation of diluted earnings per share because their effect would be anti-dilutive.

Since the Company will settle the principal amount of its Convertible Notes in cash and settle the conversion feature for the amount above the conversion price in common shares, or the conversion spread, the Company uses the treasury stock method for calculating any potential dilutive effect of the conversion spread on diluted earnings per share, if applicable. The conversion spread will have a dilutive impact on diluted earnings per share when the average market price of the Company's common shares for a given period exceeds the initial conversion price of $86.28 per share. For the three and six months ended June 30, 2015 and 2014, the Convertible Notes have been excluded from the computation of diluted earnings per share as the effect would be anti-dilutive since the conversion price of the Convertible Notes exceeded the average market price of the Company's common shares for the three and six months ended June 30, 2015 and 2014. The initial conversion rate and conversion price is described further in Note 4, *Long-Term Debt.*

The Capped Call Transactions executed in connection with the issuance of the Convertible Notes are excluded from the calculation of diluted earnings per share because their impact is always anti-dilutive.

12. Fair Value Measurements

The Company applies the provisions of the FASB Accounting Standards Codification, or ASC, Topic 820,*Fair Value Measurements and Disclosures*, or ASC 820, for its financial and non-financial assets and liabilities. ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair value into three broad levels as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.

Level 2 inputs include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability and inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 inputs are unobservable inputs for the asset or liability.

The Company measures certain assets and liabilities at fair value as discussed throughout the notes to its consolidated financial statements. Foreign exchange currency contracts are valued using standard calculations and models primarily based on inputs such as observable forward rates, spot rates and foreign currency exchange rates at the reporting period ended date. The Company's derivative assets and liabilities are measured at fair value and consisted of Level 2 inputs and their amounts are shown below at their gross values at June 30, 2015 and December 31, 2014:

Fair Value Measurements at Reporting Date

	Derivative Balance Sheet Location	Significant Other Observable Inputs (Level 2) Fair Value at June 30, 2015	Significant Other Observable Inputs (Level 2) Fair Value at December 31, 2014
		(in millions)	
ASSETS:			
Derivatives designated as hedging instruments:			
Foreign exchange currency contracts relating to inventory and intercompany management fee hedges	Prepaid expenses and other current assets	$ 8.9	$ 12.3
Derivatives not designated as hedging instruments:			
Foreign exchange currency contracts	Prepaid expenses and other current assets	$ 5.5	$ 2.2
		$ 14.4	$ 14.5
LIABILITIES:			
Derivatives designated as hedging instruments:			
Foreign exchange currency contracts relating to inventory and intercompany management fee hedges	Accrued expenses	$ 0.6	$ 1.6
Derivatives not designated as hedging instruments:			
Foreign exchange currency contracts	Accrued expenses	$ 2.2	$ 3.8
		$ 2.8	$ 5.4

The Company's deferred compensation plan assets consist of Company owned life insurance policies. As these policies are recorded at their cash surrender value, they are not required to be included in the fair value table above. See Note 6, *Employee Compensation Plans*, to the Company's 2014 10-K for a further description of its deferred compensation plan assets.

The following tables summarize the offsetting of the fair values of the Company's derivative assets and derivative liabilities for presentation in the Company's condensed consolidated balance sheet at June 30, 2015 and December 31, 2014:

	Offsetting of Derivative Assets		
	Gross Amounts of Recognized Assets	Gross Amounts Offset in the Balance Sheet	Net Amounts of Assets Presented in the Balance Sheet
		(In millions)	
June 30, 2015			
Foreign exchange currency contracts	$ 14.4	$ (2.8)	$ 11.6
Total	$ 14.4	$ (2.8)	$ 11.6
December 31, 2014			
Foreign exchange currency contracts	$ 14.5	$ (5.4)	$ 9.1
Total	$ 14.5	$ (5.4)	$ 9.1

	Offsetting of Derivative Liabilities		
	Gross Amounts of Recognized Liabilities	Gross Amounts Offset in the Balance Sheet	Net Amounts of Liabilities Presented in the Balance Sheet
		(In millions)	
June 30, 2015			
Foreign exchange currency contracts	$ 2.8	$ (2.8)	$ —
Total	$ 2.8	$ (2.8)	$ —
December 31, 2014			
Foreign exchange currency contracts	$ 5.4	$ (5.4)	$ —
Total	$ 5.4	$ (5.4)	$ —

The Company offsets all of its derivative assets and derivative liabilities in its condensed consolidated balance sheet to the extent it maintains master netting arrangements with related financial institutions. As of June 30, 2015, and December 31, 2014, all of the Company's derivatives were subject to master netting arrangements and no collateralization was required for the Company's derivative assets and derivative liabilities.

13. Professional Fees and Other Expenses

In late 2012, a hedge fund manager publicly raised allegations regarding the legality of the Company's network marketing program and announced that the hedge fund manager had taken a significant short position regarding the Company's common shares, leading to intense public scrutiny and significant stock price volatility. The Company believes that the hedge fund manager's allegations are inaccurate and misleading. The Company has engaged legal and advisory firms to assist with responding to the allegations and to perform other related services in connection to these recent events. For the three months ended June 30, 2015 and 2014, the Company recorded approximately $7.1 million and $8.0 million, respectively, and for the six months ended June 30, 2015 and 2014, the Company recorded approximately $11.4 million and $12.3 million, respectively, of professional fees and other expenses related to this matter.

Item 2. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our condensed consolidated financial statements and related notes included elsewhere in this Form 10-Q and our consolidated financial statements appearing in our annual report on Form 10-K for the year ended December 31, 2014. Unless the context otherwise requires, all references herein to the "Company," "we," "us" or "our," or similar terms, refer to Herbalife Ltd., a Cayman Islands exempt limited liability company, and its consolidated subsidiaries. This discussion and analysis contains forward-looking statements. Please refer to the section below entitled "Forward-Looking Statements."

Overview

We are a global nutrition company that sells weight management, targeted nutrition, energy, sports & fitness, and outer nutrition products. As of June 30, 2015, we sold our products to and through a network of 4.1 million independent members, or Members, which included approximately 0.3 million in China. In China, we sell our products through retail stores, sales representatives, sales officers, and independent service providers. We refer to Members that distribute our products and achieve certain qualification requirements as "sales leaders."

We pursue our mission of "changing people's lives" by providing high quality, science-based products to Members and their customers who seek a healthy lifestyle and we also offer a financially rewarding business opportunity to those Members who seek part time or full time income. We believe the global obesity epidemic has made our quality products more relevant and the effectiveness of our distribution network, coupled with geographic expansion, have been the primary reasons for our success throughout our 35-year operating history. As of June 30, 2015, we sold our products in 91 countries.

Our products are grouped in four principal categories: weight management; targeted nutrition; energy, sports & fitness; and outer nutrition, along with literature and promotional items. Our products are often sold through a series of related products and literature designed to simplify weight management and nutrition for consumers and maximize our Members' cross-selling opportunities.

Industry-wide factors that affect us and our competitors include the global obesity epidemic and the aging of the worldwide population, which are driving demand for weight management, nutrition and wellness-related products along with the global increase in under employment and unemployment which can affect the recruitment and retention of Members seeking part time or full time income opportunities.

While we continue to monitor the current global financial environment, we remain focused on the opportunities and challenges in retailing of our products, recruiting and retaining Members, improving Member productivity, opening new markets, further penetrating existing markets, globalizing successful Distributor Methods of Operation, or DMOs, such as Nutrition Clubs and Weight Loss Challenges, introducing new products and globalizing existing products, developing niche market segments and further investing in our infrastructure. Management also continues to monitor the Venezuelan market and especially the limited ability to repatriate cash.

We report revenue from our six regions:

- North America;
- Mexico;
- South and Central America;
- EMEA, which consists of Europe, the Middle East and Africa;
- Asia Pacific (excluding China); and
- China.

Volume Points by Geographic Region

A key non-financial measure we focus on is Volume Points on a Royalty Basis, or Volume Points, which is essentially our weighted average measure of product sales volume. Volume Points, which are unaffected by exchange rates or price changes, are used by management as a proxy for sales trends because in general, excluding the impact of price changes, an increase in Volume Points in a particular geographic region or country indicates an increase in our local currency net sales while a decrease in Volume Points in a particular geographic region or country indicates a decrease in our local currency net sales.

We assign a Volume Point value to a product when it is first introduced into a market and the value is unaffected by subsequent exchange rate and price changes. The specific number of Volume Points assigned to a product, and generally consistent across all markets, is based on a Volume Point to suggested retail price ratio for similar products. If a product is available in different quantities, the various sizes will have different Volume Point values. In general, once assigned, a Volume Point value is consistent in each region and country and does not change from year to year. The reason Volume Points are used in the manner described above is that we use Volume Points for Member qualification and recognition purposes and therefore we attempt to keep Volume Points for a similar or like product consistent on a global basis. However, because Volume Points are a function of value rather than product type or size, they are not a reliable measure for product mix. As an example, an increase in Volume Points in a specific country or region could mean a significant increase in sales of less expensive products or a marginal increase in sales of more expensive products.

	Three Months Ended June 30,			Six Months Ended June 30,		
	2015	2014	% Change	2015	2014	% Change
	(Volume Points in millions)					
North America	305.4	335.8	(9.1%)	603.3	672.2	(10.2%)
Mexico	219.9	231.3	(4.9%)	423.4	451.6	(6.2%)
South & Central America	173.1	206.3	(16.1%)	383.6	434.1	(11.6%)
EMEA	228.3	218.8	4.3%	456.6	421.0	8.5%
Asia Pacific (excluding China)	271.2	320.2	(15.3%)	537.1	622.4	(13.7%)
China	164.0	118.5	38.4%	277.6	209.5	32.5%
Worldwide	1,361.9	1,430.9	(4.8%)	2,681.6	2,810.8	(4.6%)

We believe the decrease in worldwide Volume Points for the three and six months ended June 30, 2015 of 4.8% and 4.6%, respectively, versus the prior year periods, including declines in Volume Points for North America, Mexico, South & Central America, and Asia Pacific (excluding China) after increases or more modest decreases in the comparable periods of the prior several years, primarily reflects our Members adjusting to certain revisions to our operations and Marketing Plan designed to improve the training and retention of sales leaders. Certain of the revisions and their impact on our results are discussed further below in the applicable sections of Sales by Geographic Region. We believe the changes to our Marketing Plan, as well as our competitive strengths and business strategies discussed in greater detail in Item 1 — *Business* of our Annual Report on Form 10-K for the year ended December 31, 2014, or the 2014 10-K, will contribute to achieving our long-term objective of sustainable sales growth through retailing, recruiting and retention, despite the decrease in Volume Points in 2015.

Average Active Sales Leaders by Geographic Region

With the continued expansion of daily consumption DMOs in our different markets and our objective to improve Member retention, we believe the Average Active Sales Leader is a useful metric. It represents the monthly average number of sales leaders that place an order, including orders of non-sales leader Members in their downline sales organization, during a given period. We rely on this metric as an indication of the engagement level of sales leaders, who are integral to our success, and therefore as an indication of the success of our strategies and execution. Changes in the Average Active Sales Leader metric may be indicative of potential for changes in annual retention levels and future sales growth.

	Three Months Ended June 30,			Six Months Ended June 30,		
	2015	2014	% Change	2015	2014	% Change
North America	75,856	75,772	0.1%	76,668	75,007	2.2%
Mexico	64,600	64,656	(0.1%)	64,970	64,112	1.3%
South & Central America	57,868	62,172	(6.9%)	60,420	62,017	(2.6%)
EMEA	71,221	56,692	25.6%	70,238	55,403	26.8%
Asia Pacific (excluding China)	75,051	74,916	0.2%	74,909	73,271	2.2%
China	23,906	18,703	27.8%	22,092	17,676	25.0%
Worldwide(1)	356,357	340,644	4.6%	356,911	335,273	6.5%

(1) Worldwide average active sales leaders may not equal the sum of the average active sales leaders in each region due to the calculation being an average of sales leaders active in a period, not a summation, and the fact that some sales leaders are active in more than one region but are counted only once in the worldwide amount.

We believe the increase in worldwide Average Active Sales Leaders of 4.6% and 6.5% for the three and six monthsended June 30, 2015, respectively, is attributable to the Company's success in making the Herbalife business opportunity more appealing and in facilitating sales leader success by providing quality products; improved DMOs, including daily consumption approaches such as Nutrition Clubs; easier access to product; systemized training of Members on our products and methods; and continued promotion and branding of Herbalife products. For the three months ended June 30, 2015, we believe the decrease in the rate of increase for the North America and Asia Pacific (excluding China) regions and the overall decrease for the Mexico and South & Central America regions as compared to the comparable quarters in recent years was driven by the same factors that lead to the changes in Volume Points in those regions that are discussed above. For the six months ended June 30, 2015, we believe the decrease in the rate of increase for the North America, Mexico, and Asia Pacific (excluding China) regions and the overall decrease for the South & Central America region as compared to the comparable quarters in recent years was driven by the same factors that lead to the changes in Volume Points in those regions that are discussed above. Given the long term and qualitative nature of our strategies, the magnitude of the impact of each such strategy on sales leaders' engagement cannot be quantified and may vary over time and by market.

Number of Sales Leaders and Retention Rates by Geographic Region as of Re-qualification Period

Our compensation system requires each sales leader to re-qualify for such status each year, prior to February, in order to maintain their 50% discount on products and be eligible to receive royalty payments. In February of each year, we demote from the rank of sales leader those Members who did not satisfy the re-qualification requirements during the preceding twelve months. The re-qualification requirement does not apply to new sales leaders (i.e. those who became sales leaders subsequent to the January re-qualification of the prior year). For the latest twelve month re-qualification period ending January 2015, approximately 54.2% of our sales leaders, excluding China, Venezuela and Argentina, re-qualified. We did not require our Venezuelan sales leaders to re-qualify temporarily for the period ended January 2014, and therefore excluded them from the retention calculation for that year, due to product supply limitation resulting from currency restrictions. The Venezuela re-qualification requirement did resume for the re-qualification period ended January 2015 once the market had time to adjust to supply levels. Since the January 2014 retention rate would have been impacted positively by essentially having all Venezuelan sales leaders re-qualified, and the January 2015 retention rate would have been impacted negatively by including some sales leaders that would have been demoted in 2014, we have excluded the Venezuelan sales leaders from the Sales Leader Retention calculation for each year. We did not require our Argentinean sales leaders to re-qualify temporarily for the period ended January 2015 due to product supply challenges resulting from importation restrictions, and therefore excluded them from the retention calculation for the year. If Venezuela and Argentina were included on a normalized basis, the 2015 retention rate would have been 53.4%.

Sales Leaders Statistics (Excluding China)	2015	2014
	(In thousands)	
January 1 total sales leaders	650.1	625.8
January & February new sales leaders	31.6	33.0
Demoted sales leaders (did not re-qualify)(1)	(205.2)	(201.2)
Other sales leaders (resigned, etc)	(6.8)	(1.5)
End of February total sales leaders	469.7	456.1

The statistics below further highlight the calculation for retention.

Sales Leaders Retention (Excluding China)	2015	2014
	(In thousands)	
Sales leaders needed to re-qualify	426.5	417.7
Demoted sales leaders (did not re-qualify)(1)	(195.2)	(201.2)
Total re-qualified	231.3	216.5
Retention rate	54.2%	51.8%

(1) Although the re-qualification requirement for sales leaders in Venezuela resumed for the re-qualification period ended January 2015, as described above Venezuela sales leaders are excluded from the Sales Leader Retention calculation for the re-qualification period ended January 2015. Venezuela sales leaders are included in the Sales Leaders Statistics.

The table below reflects the number of sales leaders as of the endof February of the year indicated (subsequent to the annual re-qualification date) and sales leader retention rate by year and by region.

	Number of Sales Leaders		Sales Leaders Retention Rate	
	2015	2014	2015	2014
North America	88,866	86,129	58.4%	55.1%
Mexico	83,137	78,818	56.7%	54.2%
South & Central America	88,392	102,152	52.0%	54.9%
EMEA	82,025	62,723	68.4%	67.7%
Asia Pacific (excluding China)	127,252	126,229	43.9%	39.9%
Total Sales Leaders	469,672	456,051	54.2%	51.8%
China	32,222	30,037		
Worldwide Total Sales Leaders	501,894	486,088		

Sales leaders generally purchase our products for resale to other Members and retail consumers. The number of sales leaders by geographic region as of the quarterly reporting dates will normally be higher than the number of sales leaders by geographic region as of the re-qualification period because sales leaders who do not re-qualify during the relevant twelve-month period will be removed from the rank of sales leader the following February. Comparisons of sales leader totals on a year-to-year basis are indicators of our recruitment and retention efforts in different geographic regions.

We provide Members with products, support materials, training, special events and a competitive compensation program. If a Member wants to pursue the Herbalife business opportunity, the Member is responsible for growing his or her business and personally pays for the sales activities related to attracting new customers and recruiting Members. Activities may include hosting events such as Herbalife Opportunity Meetings or Success Training Seminars; advertising Herbalife's products; purchasing and using promotional materials such as t-shirts, buttons and caps; utilizing and paying for direct mail and print material such as brochures, flyers, catalogs, business cards, posters and banners and telephone book listings; purchasing inventory for sale or use as samples; and training and mentoring customers and recruits on how to use Herbalife products and/or pursue the Herbalife business opportunity.

Retention Rate for the requalification period ended January 2015 increased from what we consider to be a high level at which it had previously remained relatively consistent. We believe this increase is the result of efforts we have made to improve the sustainability of sales leaders' businesses.

Presentation

"Retail sales" represent the suggested retail price of products we sell to our Members and is the gross sales amount reflected on our invoices. Retail Sales is a Non-GAAP measure which may not be comparable to similarly-titled measures used by other companies. This is not the price paid to us by our Members. Our Members purchase product from us at a discount from the suggested retail price. We refer to these discounts as *"Distributor Allowance"*, and we refer to retail sales less distributor allowances as *"Product Sales"*.

Total distributor allowances for the three months ended June 30, 2015 and 2014 were 39.7% and 41.9% of Retail Sales, respectively. Total distributor allowances for the six months ended June 30, 2015 and 2014 were 40.4% and 42.2% of Retail Sales, respectively. Distributor Allowances and Marketing Plan payouts generally utilize 90% to 95% of suggested retail price, depending on the product and market, to which we apply discounts of up to 50% for Distributor Allowances and payout rates of up to 15% for royalty overrides, up to 7% for production bonuses, and approximately 1% for the Mark Hughes bonus. Distributor allowances as a percentage of retail sales may vary by country depending upon regulatory restrictions that limit or otherwise restrict distributor allowances. We also offer reduced distributor allowances with respect to certain products worldwide. Each Member's level of discount is determined by qualification based on volume of purchases. In cases where a Member has qualified for less than the maximum discount, the remaining discount, which we also refer to as a wholesale commission, is received by their sponsoring Members. Therefore, product sales are recognized net of product returns and distributor allowances.

"Net Sales" equal product sales plus *"shipping and handling revenues"*, and generally represents what we collect.

We do not have visibility into all of the sales from our Members to their customers, but such a figure would differ from our reportd "retail sales" by factors including (a) the amount of product purchased by our Members for their own personal consumption and (b) prices charged by our Members to their customers other than our suggested retail prices. We discuss retail sales because of its fundamental role in our systems, internal controls and operations, and its correlation to Member discounts and Royalty Overrides. In addition, retail sales is a component of the financial reports we use to analyze our financial results. However, such a measure is not in accordance with U.S. generally accepted accounting principles, or U.S. GAAP. Retail sales should not be considered in isolation from, nor as a substitute for, net sales and other consolidated income or cash flow statement data prepared in accordance with U.S. GAAP, or as a measure of profitability or liquidity. A reconciliation of retail sales to net sales is presented below under *Results of Operations.*

Our international operations have provided and will continue to provide a significant portion of our total net sales. As a result, total net sales will continue to be affected by fluctuations in the U.S. dollar against foreign currencies. In order to provide a framework for assessing how our underlying businesses performed excluding the effect of foreign currency fluctuations, in addition to comparing the percent change in net sales from one period to another in U.S. dollars, we also compare the percent change in net sales from one period to another period using "*net sales in local currency*". Net sales in local currency is not a U.S. GAAP financial measure. Net sales in local currency removes from net sales in U.S. dollars the impact of changes in exchange rates between the U.S. dollar and the functional currencies of our foreign subsidiaries, by translating the current period net sales into U.S. dollars using the same foreign currency exchange rates that were used to translate the net sales for the previous comparable period. We believe presenting net sales in local currency is useful to investors because it allows a meaningful comparison of net sales of our foreign operations from period to period. However, net sales in local currency measures should not be considered in isolation or as an alternative to net sales in U.S. dollar measures that reflect current period exchange rates, or to other financial measures calculated and presented in accordance with U.S. GAAP.

Our "*gross profit*" consists of net sales less "*cost of sales*," which represents our manufacturing costs, the price we pay to our raw material suppliers and manufacturers of our products as well as shipping and handling costs including duties, tariffs, and similar expenses.

While all Members can potentially profit from their activities by reselling our products for amounts greater than the prices they pay us, Members that develop, retain, and manage other Members can earn additional compensation for those activities, which we refer to as *"Royalty overrides.*" Royalty overrides are our most significant operating expense and consist of:

- royalty overrides and production bonuses;
- the Mark Hughes bonus payable to some of our most senior Members; and
- other discretionary incentive cash bonuses to qualifying Members.

During the three months ended June 30, 2015 and 2014, total Royalty overrides were 27.4% and 29.9% of our net sales, respectively. During the six months ended June 30, 2015 and 2014, total Royalty overrides were 28.3% and 30.1% of our net sales, respectively. Royalty overrides are compensation to Members for the development, retention and improved productivity of their sales organizations and are paid to several levels of Members on each sale. Royalty overrides are compensation for services rendered to us and as such are recorded as an operating expense.

Due to restrictions on direct selling in China, our independent service providers in China are compensated with service fees instead of the distributor allowances and royalty overrides utilized in our traditional marketing program. Compensation to China independent service providers is included in selling, general and administrative expenses.

Because of local country regulatory constraints, we may be required to modify our Member incentive plans as described above. We also pay reduced royalty overrides with respect to certain products worldwide. Consequently, the total royalty override percentage may vary over time and from the percentages noted above.

Our "*contribution margins*" consist of net sales less cost of sales and royalty overrides.

"*Selling, general and administrative expenses*" represent our operating expenses, which include labor and benefits, service fees to China service providers, sales events, professional fees, travel and entertainment, Member promotions, occupancy costs, communication costs, bank fees, depreciation and amortization, foreign exchange gains and losses and other miscellaneous operating expenses.

Our "*other expense, net*" consists of non-operating expenses such as impairments of available-for-sale investments.

Most of our sales to Members outside the United States are made in the respective local currencies. In preparing our financial statements, we translate revenues into U.S. dollars using average exchange rates. Additionally, the majority of our purchases from our suppliers generally are made in U.S. dollars. Consequently, a strengthening of the U.S. dollar versus a foreign currency can have a negative impact on our reported sales and contribution margins and can generate foreign currency gains or losses on intercompany transactions. Foreign currency exchange rates can fluctuate significantly. From time to time, we enter into foreign currency derivatives to partially mitigate our foreign currency exchange risk as discussed in further detail in Part I, Item 3 —*Quantitative and Qualitative Disclosures about Market Risk.*

Summary Financial Results

Net sales for the three and six months ended June 30, 2015 were $1,162.3 million and $2,267.7 million, respectively. Net sales decreased $143.9 million, or 11.0%, and $301.1 million, or 11.7%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, including the impact of Venezuela's Bolivar denominated net sales, net sales increased 1.3% and 2.6% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014; excluding the impact of Venezuela's Bolivar denominated net sales, net sales increased 1.1% and 0.5% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The decrease in net sales of 11.0% for the three months ended June 30, 2015 was primarily the result of the effect of the strong U.S. Dollar and the resulting fluctuation in foreign currency rates and a decline in sales volume, as measured by a decrease in Volume Points, which reduced net sales by approximately 12.3% and 4.8%, respectively. These reductions were partially offset by the impact of price increases and a favorable change in country sales mix resulting from a greater percentage of our sales volume coming from markets with higher prices, which contributed approximately 4.6% and 2.3% to net sales growth, respectively. The decrease in net sales of 11.7% for the six months ended June 30, 2015 was primarily the result of the effect of the strong U.S. Dollar and the resulting fluctuation in foreign currency rates and a decline in sales volume, as measured by a decrease in Volume Points, which reduced net sales by approximately 14.3% and 4.6%, respectively. These reductions were partially offset by the impact of price increases and a favorable change in country sales mix resulting from a greater percentage of our sales volume coming from markets with higher prices, which contributed approximately 5.3% and 2.2% to net sales growth, respectively.

Net income for the three and six months ended June 30, 2015 was $82.8 million, or $0.97 per diluted share, and $161.0 million, or $1.90 per diluted share, respectively. Net income decreased $36.7 million, or 30.7%, and $33.2 million, or 17.1%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The decrease for the three and six months ended June 30, 2015 was primarily due to the lower contribution margin driven by lower sales discussed above, higher service fees to China service providers due to sales growth in China and higher interest expense; partially offset by lower income taxes, and lower selling, general and administrative expenses (excluding China service fees), which includes lower foreign exchange losses related to the remeasurement of our Venezuela Bolivar-denominated assets and liabilities described below.

Net income for the three months ended June 30, 2015 included a $0.6 million pre-tax unfavorable impact ($0.4 million post-tax favorable impact), comprised of a $0.3 million foreign exchange loss related to the remeasurement of Venezuela Bolivar-denominated assets and liabilities, and $0.3 million of inventory write downs related to Venezuela; $5.4 million foreign exchange loss ($3.3 million post-tax) resulting from Euro/U.S. dollar exposure primarily related to intercompany balances; a $7.1 million pre-tax unfavorable impact ($4.8 million post-tax) related to legal, advisory services and other expenses for our response to allegations and other negative information put forward in the marketplace by a hedge fund manager which started in late 2012 (See *Selling, General and Administrative Expenses* below for further discussion); a $5.8 million pre-tax unfavorable impact ($3.7 million post-tax) from expenses related to regulatory inquiries; a $11.1 million unfavorable impact of non-cash interest expense related to the Convertible Notes and the Forward Transactions (See *Liquidity and Capital Resources — Convertible Senior Notes* below for further discussion), and a $0.5 million pre-tax unfavorable impact ($0.3 million post-tax) related to expenses incurred for the recovery of costs associated with the re-audit of our 2010 to 2012 financial statements after the resignation of KPMG as our independent registered public accounting firm.

Net income for the six months ended June 30, 2015 included a $36.9 million pre-tax unfavorable impact ($24.8 million post-tax), comprised of a $32.9 million foreign exchange loss related to the remeasurement of Venezuela Bolivar-denominated assets and liabilities, $1.7 million of inventory write downs related to Venezuela, and a $2.3 million impairment loss on Venezuela bonds (See *Liquidity and Capital Resources — Venezuela* below for further discussion of currency exchange rate issues in Venezuela and *Other Expense, net* below for further discussion of Venezuela bonds); $7.5 million foreign exchange gain ($6.8 million post-tax) resulting from Euro/U.S. dollar exposure primarily related to intercompany balances; a $11.4 million pre-tax unfavorable impact ($7.7 million post-tax) related to legal, advisory services and other expenses for our response to allegations and other negative information put forward in the marketplace by a hedge fund manager which started in late 2012 (See *Selling, General and Administrative Expenses* below for further discussion); a $9.2 million pre-tax unfavorable impact ($5.8 million post-tax) from expenses related to regulatory inquiries; a $21.5 million unfavorable impact of non-cash interest expense related to the Convertible Notes and the Forward Transactions (See *Liquidity and Capital Resources — Convertible Senior Notes* below for further discussion), and a $0.6 million pre-tax unfavorable impact ($0.4 million post-tax) related to expenses incurred for the recovery of costs associated with the re-audit of our 2010 to 2012 financial statements after the resignation of KPMG as our independent registered public accounting firm.

The income tax impact of the expenses discussed above is based on forecasted items affecting our 2015 full year effective tax rate. Adjustments to forecasted items unrelated to these expenses, as well as impacts related to interim reporting, will have an effect on the income tax impact of these items in subsequent periods.

Net income for the three months ended June 30, 2014 included an $8.0 million pre-tax unfavorable impact ($5.6 million post-tax) related to legal, advisory services and other expenses for the Company's response to allegations and other negative information put forward in the marketplace by a hedge fund manager which started in late 2012 (See *Selling, General and Administrative Expenses* below for further discussion); a $5.1 million pre-tax unfavorable impact ($3.1 million post-tax) from expenses related to regulatory inquiries; a $10.1 million unfavorable impact of non-cash interest expense related to the Convertible Notes and the Forward Transactions (See *Liquidity and Capital Resources — Convertible Senior Notes* below for further discussion), a $0.2 million pre-tax unfavorable impact ($2.6 million post-tax) foreign exchange loss related to Venezuela, and a $0.4 million unfavorable impact related to expenses incurred for the recovery of costs associated with the re-audit.

Net income for the six months ended June 30, 2014 included an $89.5 million pre-tax unfavorable impact ($69.2 million post-tax), comprised of an $86.3 million foreign exchange loss related to the remeasurement of Venezuela Bolivar-denominated assets and liabilities at the SICAD I rate and a $3.2 million impairment loss on Venezuela bonds during the first quarter of 2014 (See *Liquidity and Capital Resources — Venezuela* below for further discussion of currency exchange rate issues in Venezuela and *Other Expense*, net below for further discussion of Venezuela bonds); a $12.3 million pre-tax unfavorable impact ($8.9 million post-tax) related to legal, advisory services and other expenses for the Company's response to allegations and other negative information put forward in the marketplace by a hedge fund manager which started in late 2012 (See *Selling, General and Administrative Expenses* below for further discussion); a $6.0 million pre-tax unfavorable impact ($3.8 million post-tax) from expenses related to regulatory inquiries; a $15.9 million unfavorable impact of non-cash interest expense related to the Convertible Notes and the Forward Transactions, and a $0.4 million unfavorable impact related to expenses incurred for the recovery of costs associated with the re-audit.

Results of Operations

Our results of operations for the periods below are not necessarily indicative of results of operations for future periods, which depend upon numerous factors, including our ability to recruit new Members and retain sales leaders, further penetrate existing markets, introduce new products and programs that will help our Members increase their retail efforts and develop niche market segments.

The following table sets forth selected results of our operations expressed as a percentage of net sales for the periods indicated:

	Three Months Ended		Six Months Ended	
	June 30, 2015	June 30, 2014	June 30, 2015	June 30, 2014
Operations:				
Net sales	100.0%	100.0%	100.0%	100.0%
Cost of sales	19.7	19.7	19.6	19.8
Gross profit	80.3	80.3	80.4	80.2
Royalty overrides(1)	27.4	29.9	28.3	30.1
Selling, general and administrative expenses(1)	40.5	35.4	39.8	37.5
Operating income	12.4	15.0	12.3	12.6
Interest expense, net	2.1	1.6	2.0	1.4
Other expense, net	—	—	0.1	0.1
Income before income taxes	10.3	13.4	10.2	11.1
Income taxes	3.2	4.2	3.1	3.5
Net income	7.1%	9.2%	7.1%	7.6%

(1) Service fees to our independent service providers in China are included in selling, general and administrative expenses while Member compensation for all other countries is included in royalty overrides.

Reporting Segment Results

We aggregate our operating segments, excluding China, into one reporting segment, or the Primary Reporting Segment. The Primary Reporting Segment includes the North America, Mexico, South & Central America, EMEA, and Asia Pacific regions. China has been identified as a separate reporting segment primarily due to the regulatory environment in China. See Note 6, *Segment Information*, to the Condensed Consolidated Financial Statements for further discussion of our reporting segments. See below for discussions of net sales and contribution margin by our reporting segments.

Net Sales by Reporting Segment

The Primary Reporting Segment reported net sales of $925.6 million and $1,866.8 million for the three and six months ended June 30, 2015, respectively. Net sales for the Primary Reporting Segment decreased $210.5 million, or 18.5%, and $396.1 million, or 17.5%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, including the impact of Venezuela's Bolivar denominated net sales, net sales decreased 4.3% and 1.4% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014 for the Primary Reporting Segment; excluding the impact of Venezuela's Bolivar denominated net sales, net sales decreased 4.7% and 3.9% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014 for the Primary Reporting Segment. The 18.5% decrease in net sales for the three months ended June 30, 2015 was primarily the result of the effect of the strong U.S. Dollar and the resulting impact of fluctuations in foreign currency rates and a decline in sales volume, as measured by a decrease in Volume Points, which reduced net sales by approximately 14.2% and 8.7%, respectively. These reductions to net sales were partially offset by price increases which contributed approximately 5.3% to net sales. The 17.5% decrease in net sales for the six months ended June 30, 2015 was primarily the result of the effect of the strong U.S. Dollar and the resulting impact of fluctuations in foreign currency rates and a decline in sales volume, as measured by a decrease in Volume Points, which reduced net sales by approximately 16.1% and 7.6%, respectively. These reductions to net sales were partially offset by price increases which contributed approximately 6.0% to net sales.

China reported net sales of $236.7 million and $400.9 million for the three and six months ended June 30, 2015, respectively. Net sales for China increased $66.6 million, or 39.2%, and increased $95.0 million, or 31.1%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales increased 38.7% and 31.9% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014 for China. The 39.2% increase in China net sales for the three months ended June 30, 2015 was driven primarily by an increase in sales volume, as measured by an increase in Volume Points, and the favorable impact of fluctuation in foreign currency exchange rate, which increased net sales by approximately 38.4% and 0.6%, respectively. The 31.1% increase in China net sales for the six months ended June 30, 2015 was primarily due to an increase in sales volume, as measured by an increase in Volume Points, which increased net sales by approximately 32.5%, but was partially offset by the impact of fluctuations in the foreign currency exchange rate, which decreased net sales by 0.8%.

Contribution Margin by Reporting Segment

As discussed above under "Presentation," contribution margin consists of net sales less cost of sales and royalty overrides.

The Primary Reporting Segment reported contribution margin of $399.8 million, or 43.2% of net sales, and $818.8 million, or 43.9% of net sales, for the three and six months ended June 30, 2015, respectively. Contribution margin for the Primary Reporting Segment decreased $106.1 million, or 21.0%, and $192.5 million, or 19.0%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The 21.0% decrease for the three months ended June 30, 2015 was primarily the result of fluctuations in the foreign currency rates and declines in volume, as measured by a decrease in Volume Points, which reduced contribution margin by approximately 17.9% and 8.4%, respectively, partially offset by the favorable impact of price increases, which increased contribution margin by approximately 8.1%. The 19.0% decrease for the six months ended June 30, 2015 was primarily the result of fluctuations in the foreign currency rates and declines in volume, as measured by a decrease in Volume Points, which reduced contribution margin by approximately 20.2% and 7.7%, respectively, partially offset by the favorable impact of price increases which increased contribution margin by approximately 9.1%.

China reported contribution margin of $214.5 million and $362.5 million for the three and six months ended June 30, 2015, respectively. Contribution margin for China increased $62.2 million, or 40.8%, and $85.8 million, or 31.0%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The increase for the three and six months ended June 30, 2015 was primarily the result of a volume increase, as measured by an increase in Volume Points, which increased contribution margin by approximately 38.4% and 32.7%, respectively.

Sales by Geographic Region

The following chart reconciles retail sales to net sales by geographic region:

	Three Months Ended June 30,										
	2015					2014					
	Retail Sales(1)	Distributor Allowance	Product Sales	Shipping & Handling Revenues(1)	Net Sales	Retail Sales(1)	Distributor Allowance	Product Sales	Shipping & Handling Revenues(1)	Net Sales	Change in Net Sales
	(In millions)										
North America	$ 380.9	$ (172.6)	$ 208.3	$ 21.7	$ 230.0	$ 416.5	$ (189.6)	$ 226.9	$ 23.7	$ 250.6	(8.2%)
Mexico	220.8	(98.8)	122.0	7.2	129.2	257.4	(118.0)	139.4	9.2	148.6	(13.1%)
South & Central America	221.8	(102.9)	118.9	14.6	133.5	327.4	(153.1)	174.3	29.0	203.3	(34.3%)
EMEA	332.9	(151.2)	181.7	12.1	193.8	390.3	(176.6)	213.7	13.6	227.3	(14.7%)
Asia Pacific	383.1	(159.6)	223.5	15.6	239.1	482.7	(205.2)	277.5	28.8	306.3	(21.9%)
China	269.2	(33.6)	235.6	1.1	236.7	193.7	(24.2)	169.5	0.6	170.1	39.2%
Worldwide	$ 1,808.7	$ (718.7)	$ 1,090.0	$ 72.3	$ 1,162.3	$ 2,068.0	$ (866.7)	$ 1,201.3	$ 104.9	$ 1,306.2	(11.0%)

	Six Months Ended June 30,										
	2015					2014					
	Retail Sales(1)	Distributor Allowance	Product Sales	Shipping & Handling Revenues(1)	Net Sales	Retail Sales(1)	Distributor Allowance	Product Sales	Shipping & Handling Revenues(1)	Net Sales	Change in Net Sales
	(In millions)										
North America	$ 753.3	$ (339.7)	$ 413.6	$ 43.1	$ 456.7	$ 828.3	$ (376.9)	$ 451.4	$ 47.0	$ 498.4	(8.4%)
Mexico	432.9	(194.8)	238.1	14.7	252.8	503.1	(229.8)	273.3	18.0	291.3	(13.2%)
South & Central America	488.0	(226.5)	261.5	33.7	295.2	713.2	(330.2)	383.0	65.0	448.0	(34.1%)
EMEA	653.1	(296.4)	356.7	23.5	380.2	753.8	(341.1)	412.7	25.8	438.5	(13.3%)
Asia Pacific	773.7	(324.3)	449.4	32.5	481.9	928.8	(396.8)	532.0	54.7	586.7	(17.9%)
China	453.0	(54.0)	399.0	1.9	400.9	349.3	(44.3)	305.0	0.9	305.9	31.1%
Worldwide	$ 3,554.0	$ (1,435.7)	$ 2,118.3	$ 149.4	$ 2,267.7	$ 4,076.5	$ (1,719.1)	$ 2,357.4	$ 211.4	$ 2,568.8	(11.7%)

(1) Retail Sales is a Non-GAAP measure which may not be comparable to similarly-titled measures used by other companies.

Changes in net sales are directly associated with the retailing of our products, recruitment of Members, and retention of sales leaders. Our strategies include providing quality products, improved DMOs, including daily consumption approaches such as Nutrition Clubs, easier access to product, systemized training of Members on our products and methods, and continued promotion and branding of Herbalife products.

Management's role, both in-country and at the region and corporate level, is to provide Members with a competitive and broad product line, encourage strong teamwork and Member leadership and offer leading edge business tools and technology services to make doing business with Herbalife simple. Management uses the Member marketing program coupled with educational and motivational tools and promotions to encourage Members to increase retailing, retention, and recruiting, which in turn affect net sales. Such tools include Company sponsored sales events such as Extravaganzas, Leadership Development Weekends and World Team Schools where large groups of Members gather, thus allowing them to network with other Members, learn retailing, retention, and recruiting techniques from our leading Members and become more familiar with how to market and sell our products and business opportunities. Accordingly, management believes that these development and motivation programs increase the productivity of the sales leader network. The expenses for such programs are included in selling, general and administrative expenses. We also use event and non-event product promotions to motivate Members to increase retailing, retention, and recruiting activities. These promotions have prizes ranging from qualifying for events to product prizes and vacations. The costs of these promotions are included in selling, general and administrative expenses.

DMOs are being generated in many of our markets and are globalized where applicable through the combined efforts of Members and country, regional and corporate management. While we support a number of different DMOs, one of the most popular DMOs is daily consumption. Under our traditional DMO, a Member typically sells to its customers on a somewhat infrequent basis (e.g., monthly) which provides fewer opportunities for interaction with their customers. Under a daily consumption DMO, a Member interacts with its customers on a more frequent basis which enables the Member to better educate and advise customers about nutrition and the proper use of the products and helps promote daily usage as well, thereby helping the Member grow his or her business. Specific examples of DMOs include the Club concept in Mexico, Premium Herbalife Opportunity Meetings in Korea, the Healthy Breakfast concept in Russia, and the Internet/Sampling and Weight Loss Challenge in the U.S. Management's strategy is to review the applicability of expanding successful country initiatives throughout a region, and where appropriate, financially support the globalization of these initiatives.

The factors described above have helped Members increase their business, which in turn helps drive Volume Point growth in our business, and thus, net sales growth. The discussion below of net sales details some of the specific drivers of our business and causes of sales fluctuations during the three and six months ended June 30, 2015 as compared to the same periods in 2014, as well as the unique growth or contraction factors specific to certain geographic regions or significant countries within a region during these periods. Net sales fluctuations, both Company-wide and within a particular geographic region or country, are primarily the result of changes in volume, changes in prices, and/or changes in foreign currency translation rates. The discussion of changes in net sales quantifies the impact of those drivers that are quantifiable such as changes in foreign currency translation rates, and cites any significant price changes. The remaining drivers, which Management believes are the primary drivers of changes in volume, are typically qualitative factors whose impact cannot be quantified.

North America

The North America region reported net sales of $230.0 million and $456.7 million for the three and six months ended June 30, 2015, respectively. Net sales decreased $20.6 million, or 8.2%, and $41.7 million, or 8.4%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales decreased 7.9% and 8.1% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The decrease in net sales in the region for the three and six months ended June 30, 2015, as compared to the same periods in 2014, was a result of net sales decrease in the U.S. of $20.1 million, or 8.2%, and $40.5 million, or 8.3%, respectively. The 8.2% decrease in net sales for the North America region for the three months ended June 30, 2015 was primarily the result of a decline in sales volume, as measured by a decrease in Volume Points, which reduced net sales by approximately 9.1%, partially offset by price increases which contributed approximately 1.1% to net sales. The 8.4% decrease in net sales for the six months ended June 30, 2015 was primarily the result of a decline in sales volume, as measured by a decrease in Volume Points, which reduced net sales by approximately 10.2%, partially offset by price increases which contributed approximately 1.6% to net sales.

We believe the sales volume declines for the three and six months ended June 30, 2015, after increases in net sales for the comparable periods in recent years, is a result of Members adapting to certain revisions to our operations and Marketing Plan designed to improve the training and retention of sales leaders. While most Members are not sales leaders, those wishing to become sales leaders have three qualification methods to do so. Prior to 2009, there was only the one-month sales leader qualification method or the two-month sales leader qualification method. However, in 2009 we revised our Marketing Plan to enable Members to also qualify for sales leader status over a 12-month period. Since implementation in 2009, sales leaders who utilized the 12-month sales leader qualification method have performed better in terms of activity and retention rates. To further promote the 12-month sales leader qualification method, in the third quarter of 2014 we announced the implementation, effective February 2015, of a first-order limit for new Members and in November 2014 we reduced the number of Volume Points required to be accumulated over the 12-month period from 5,000 to 4,000. See Item 1, "Business — Our Strategies — Improve the Sustainability of Members' Businesses" in the 2014 10-K for additional information. We believe that the changes, while good for our business in the long-term, take time and create distraction which has slowed our sales in North America while the market adapts to the changes. Additionally, the changes also lead to a temporary slowdown in sales because some sales that previously would have taken place over a shorter 1-2 month period are deferred up to 12 months or longer as a Member works towards possible sales leader qualification.

We also believe our new certification of understanding requirements, a key training point for new Members, implemented in North America in 2014, has negatively impacted net sales in the short term as Members adapt to the new requirement. Under this requirement, all new Members must certify they have been trained and understand our standards or their buying privileges are suspended.

Mexico

The Mexico region reported net sales of $129.2 million and $252.8 million for the three and six months ended June 30, 2015, respectively. Net sales decreased $19.4 million, or 13.1%, and $38.5 million, or 13.2%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales increased 2.4% and 0.2% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The 13.1% decrease in net sales for the three months ended June 30, 2015 was primarily the result of the effect of the strong U.S. Dollar and the resulting impact of fluctuations in foreign currency rates and a decline in sales volume, as measured by a decrease in Volume Points, which reduced net sales by approximately 15.5% and 4.9%, respectively. These reductions to net sales were partially offset by price increases which contributed approximately 3.7% to net sales. The 13.2% decrease in net sales for the six months ended June 30, 2015 was primarily the result of the effect of the strong U.S. Dollar and the resulting impact of fluctuations in foreign currency rates and a decline in sales volume, as measured by a decrease in Volume Points, which reduced net sales by approximately 13.5% and 6.3%, respectively. These reductions to net sales were partially offset by price increases which contributed approximately 4.4% to net sales.

Mexico net sales have decreased, after increases for the comparable quarters in recent years, reflecting volume declines and unfavorable foreign exchange impact that more than offset the impact of price increases. Volumes have declined primarily as a result of Members adjusting to certain revisions to our operations and Marketing Plan designed to improve the training and retention of sales leaders, such as a shift in emphasis to the longer-term qualification method described above for the North America region, which was also implemented in Mexico in 2009, and which we believe has had a similar effect on the long-term net sales trend in Mexico. We also implemented in February 2015 rules that require Members attempting to qualify for sales leader status to purchase directly from Herbalife rather than from their sponsor Member (these transactions with the sponsor Member are known as "field sales"). With our investment in product access points in Mexico over the past few years, field sales are no longer necessary for geographic reach within the country. Field sales were particularly common in Mexico and this change has had a significant and adverse impact on sales in Mexico as Members revise their operations and purchasing habits accordingly.

The Government of Mexico issued a decree on March 26, 2015 that confirmed the imposition of value added tax (VAT) on the sale of nutritional supplements. Thereafter, certain Herbalife products were restricted from importation under their current customs classification code which did not subject them to VAT at the border. Since it is important that we have an ample supply of these products available for sale in Mexico, we are in the process of reformulating these products to fit into a different customs code that will subject them to VAT and thereby facilitate their importation into Mexico. We expect a potential unfavorable sales impact in Mexico in the near future resulting from the addition of VAT to these products and the recent importation delay.

South and Central America

The South and Central America region reported net sales of $133.5 million and $295.2 million for the three and six months ended June 30, 2015, respectively. Net sales decreased $69.8 million, or 34.3%, and $152.8 million, or 34.1%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, including the impact of Venezuela's Bolivar denominated net sales, net sales decreased 0.1% and increased 8.6% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The 34.3% decrease in net sales for the three months ended June 30, 2015 was primarily the result of fluctuations in foreign currency rates, inclusive of Venezuela foreign exchange devaluations, and a decline in sales volume, as measured by a decrease in Volume Points, which reduced net sales by approximately 34.3% and 16.1%, respectively. These reductions to net sales were partially offset by price increases which contributed approximately 20.1% to net sales. The 34.1% decrease in net sales for the six months ended June 30, 2015 was primarily the result of fluctuations in foreign currency rates, inclusive of Venezuela foreign exchange devaluations, and a decline in sales volume, as measured by a decrease in Volume Points, which reduced net sales by approximately 42.7% and 11.6%, respectively. These reductions to net sales were partially offset by price increases which contributed approximately 21.3% to net sales.

Although the region has continued to see the adoption and expansion of daily consumption DMOs, we believe the decline in sales volume for the three and six months ended June 30, 2015, continuing a trend of declines begun in 2014 after growth in prior years, was a result of Members adjusting to certain revisions to our operations and Marketing Plan designed to improve the training and retention of sales leaders, such as the shift in focus to our longer-term sales leader qualification method described above for the North America region, which was also implemented in the South and Central American region in 2009, and which we believe has had a similar effect on the long-term net sales trend in the region.

In Brazil, the region's largest market, net sales decreased $21.8 million, or 26.0%, and $46.8 million, or 24.8%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales increased 1.9% and decreased 3.5% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The fluctuation of foreign currency rates had an unfavorable impact of $23.4 million and $40.1 million on net sales for the three and six months ended June 30, 2015, respectively. Brazil had a 5% price increase in March 2014 and a 6% increase in March 2015. Brazil's net sales decrease for the three and six months ended June 30, 2015 was attributable largely to the foreign currency erosion, as well as sales volume decreases as sales leaders continue to adapt to Marketing Plan changes to encourage Members to take advantage of the longer-term sales leader qualification methods. These decreases were partially offset by the price increases mentioned above.

Net sales in Venezuela decreased $35.9 million, or 94.5%, and $83.2 million, or 90.2%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. For both the three and six months significant Bolivar-to-dollar exchange rate deterioration and sales volume declines were partially offset by the impact of price increases in the market. In July 2014, Herbalife Venezuela increased its prices on certain products in response to an announcement by the Venezuelan government with respect to the calculation of Bolivar-denominated duties on U.S. dollar shipments using a default SICAD II rate if shipments are not settled using the SICAD I or CENCOEX exchange rates. These price increases, other subsequent price increases on certain products over the remainder of 2014, and 100% price increases in each of March and April 2015 were implemented to better align product prices with the economic conditions of the market. During the second and third quarters of 2014, we remeasured our net sales in Venezuela using the SICAD I rate instead of the previous CADIVI rate of 6.3 Venezuelan Bolivars per U.S. dollar. During the fourth quarter of 2014, we remeasured our net sales in Venezuela using the SICAD II rate. During February 2015, we began remeasuring our net sales in Venezuela using the SIMADI rate. We continue to monitor and assess our product pricing in Venezuela. See *Liquidity and Capital Resources — Working Capital and Operating Activities* below for further discussion of currency exchange rate issues in Venezuela and our evaluation of several options to reduce our economic exposure to this market.

EMEA

The EMEA region reported net sales of $193.8 million and $380.2 million for the three and six months ended June 30, 2015, respectively. Net sales decreased $33.5 million, or 14.7%, and $58.3 million, or 13.3%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales increased 8.0% and 10.9% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The 14.7% decrease in net sales for the three months ended June 30, 2015 was primarily the result of the effect of the strong U.S. Dollar and the resulting impact of fluctuations in foreign currency rates, which reduced net sales by approximately 22.8%. This reduction to net sales was partially offset by an increase in sales volume, as measured by an increase in Volume Points, and price increases which contributed approximately 4.3% and 3.9%, respectively, to net sales. The 13.3% decrease in net sales for the three months ended June 30, 2015 was primarily the result of the effect of the strong U.S. Dollar and the resulting impact of fluctuations in foreign currency rates, which reduced net sales by approximately 24.2%. This reduction to net sales was partially offset by an increase in sales volume, as measured by an increase in Volume Points, and price increases which contributed approximately 8.5% and 3.4%, respectively, to net sales. The decrease in net sales for the three and six months ended June 30, 2015, after increases for the comparable periods in recent years, was greatest in Russia and the United Kingdom, but was also widespread across countries in the region primarily due to the adverse impact of foreign currency fluctuations. Local currency sales growth was achieved in a number of countries across the region.

Net sales in Russia decreased $14.1 million, or 35.0%, and $22.3 million, or 30.0%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales decreased 1.8% and increased 15.1% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The fluctuation of foreign currency rates had an unfavorable impact of $13.4 million and $33.5 million on net sales for the three and six months ended June 30, 2015, respectively. Product prices in Russia were increased 14% in March 2015 and 7% in June 2014. We believe Russia's underlying business remains strong as shown by the net sales growth for the six months ended June 30, 2015. Russia's Members have been early adopters of many of the concepts captured in our recent Marketing Plan changes, including the longer-term sales leader qualification methods, which we believe improves sustainability of sales leaders' businesses. Weakening of the Russia economy has had an adverse impact on sales in the market. Net sales for the three months ended June 30, 2015 were also adversely affected by Members' product purchases made ahead of an announced March 2015 price increase.

Net sales in Italy decreased $3.9 million, or 10.3%, and $6.0 million, or 8.4%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales increased 11.1% and 12.4% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The fluctuation of foreign currency rates had an unfavorable impact of $8.2 million and $14.9 million on net sales for the three and six months ended June 30, 2015, respectively. We believe Italy's net sales growth reflects the effectiveness of longer-term sales leader qualification methods.

Net sales in Spain decreased $2.8 million, or 11.6%, and $4.3 million, or 9.5%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales increased 9.5% and 11.2% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The fluctuation of foreign currency rates had an unfavorable impact of $5.1 million and $9.4 million on net sales for the three and six months ended June 30, 2015, respectively. Spain has continued to increase the number of Member access points.

Net sales in the United Kingdom decreased $5.6 million, or 28.3%, and $10.9 million, or 28.2%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales decreased 21.2% and 21.3% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The fluctuation of foreign currency rates had an unfavorable impact of $1.4 million and $2.6 million on net sales for the three and six months ended June 30, 2015, respectively. The United Kingdom had a price increase of 3% in June 2014. Following several years of significant growth the United Kingdom market has seen a decline. This is attributed to the impact of recent changes to the Marketing Plan, including reduction of the number of Volume Points required to be accumulated over a 12-month period for sales leader qualification to 4,000, to which Members continue to adapt. The underlying business metrics remain solid and the United Kingdom sales volumes have now increased, as measured by an increase in Volume Points, sequentially for two consecutive quarters.

Asia Pacific

The Asia Pacific region, which excludes China, reported net sales of $239.1 million and $481.9 million for the three and six months ended June 30, 2015, respectively. Net sales decreased $67.2 million, or 21.9%, and $104.8 million, or 17.9%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales decreased 16.5% and 13.3% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The 21.9% decrease in net sales for the three months ended June 30, 2015 was primarily the result of a decline in sales volume, as measured by a decrease in Volume Points, and the impact of fluctuations in foreign currency rates, which reduced net sales by approximately 15.3% and 5.4%, respectively. These reductions to net sales were partially offset by price increases which contributed approximately 0.6% to net sales. The 17.9% decrease in net sales for the six months ended June 30, 2015 was primarily the result of a decline in sales volume, as measured by a decrease in Volume Points, and the impact of fluctuations in foreign currency rates, which reduced net sales by approximately 13.7% and 4.6%, respectively. These reductions to net sales were partially offset by price increases which contributed approximately 0.8% to net sales. The decrease in net sales for the three and six months ended June 30, 2015 after modest increases in net sales for the comparable quarters in recent years and a more modest sales decrease in the comparable six month period of 2014, was led by a decline in South Korea. We believe sales declines in South Korea and elsewhere were the result of Members adjusting to certain revisions to our operations and Marketing Plan designed to improve the training and retention of sales leaders, such as the shift in focus to our longer-term sales leader qualification method described above for the North America region, which was also implemented in the Asia Pacific region in 2009, and which we believe has had a similar effect on the long-term net sales trend in the region.

Net sales in South Korea decreased $40.6 million, or 34.5%, and $67.8 million, or 31.2%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales decreased 30.1% and 27.9% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The fluctuation of foreign currency rates had an unfavorable impact of $5.1 million and $7.2 million on net sales for the three and six months ended June 30, 2015, respectively. South Korea has been negatively impacted by a shift in emphasis toward the longer-term sales leader qualification method, as well as other South Korea-specific Marketing Plan enhancements, while the market adapts to these changes. In June 2015, South Korea announced a price increase of approximately 2% to be implemented on July 1, 2015 which we believe resulted in increased net sales in June as members made purchases ahead of the price increase.

Net sales in India decreased $1.5 million, or 3.8%, and increased $0.8 million, or 1.0%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales increased 2.0% and 4.3% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The fluctuation of foreign currency rates had an unfavorable impact of $2.3 million and $2.6 million on net sales for the three and six months ended June 30, 2015, respectively. We have increased product access within the India market and supported the adoption of daily consumption DMOs, including the Nutrition Club. Early implementation of first order limitations and the shift of focus to towards longer-term sales leader qualification methods had a positive effect on sales leader ordering and retention.

Net sales in Taiwan decreased $2.7 million, or 8.0%, and $3.6 million, or 5.3%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales decreased 5.8% and 2.2% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The fluctuation of foreign currency rates had an unfavorable impact of $0.8 million and $2.1 million on net sales for the three and six months ended June 30, 2015, respectively. Taiwan had a 2.5% price increase in July 2014. Taiwan volumes have been negatively impacted as the market adapts to a shift in emphasis towards longer-term sales leader qualification methods.

Net sales in Indonesia decreased $9.6 million, or 30.5%, and $16.7 million, or 27.1%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales decreased 21.5% and 19.5% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The fluctuation of foreign currency rates had an unfavorable impact of $2.9 million and $4.7 million on net sales for the three and six months ended June 30, 2015, respectively. Indonesia has been negatively impacted as the market adapts to a shift towards longer-term sales leader qualification methods.

Net sales in Malaysia decreased $6.6 million, or 40.5%, and $12.3 million, or 34.1%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales decreased 32.7% and 26.7% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The fluctuation of foreign currency rates had an unfavorable impact of $1.3 million and $2.7 million on net sales for the three and six months ended June 30, 2015, respectively. The market continues to be negatively impacted as it adapts to Marketing Plan changes such as first order limitations and field sales restrictions.

China

Net sales in China were $236.7 million and $400.9 million for the three and six months ended June 30, 2015, respectively. Net sales increased $66.6 million, or 39.2%, and $95.0 million, or 31.1%, for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. In local currency, net sales increased 38.7% and 31.9% for the three and six months ended June 30, 2015, respectively, as compared to the same periods in 2014. The net sales increases for the three and six months ended June 30, 2015 were primarily the result of increases in sales volume, as measured by an increase in Volume Points, which contributed approximately 38.4% and 32.5%, respectively.

We have seen continued adoption and acculturation of daily consumption DMOs in the China market, including Nutrition Clubs, aided by a Customer Loyalty program which was launched during 2013. We continue to enhance product access in China through the online ordering channel, which is supported by an expanding distribution and delivery network.

Sales by Product Category

	Three Months Ended June 30,										
	2015					2014					
	Retail Sales(2)	Distributor Allowance	Product Sales	Shipping & Handling Revenues	Net Sales	Retail Sales(2)	Distributor Allowance	Product Sales	Shipping & Handling Revenues	Net Sales	% Change in Net Sales
	(In millions)										
Weight Management	$ 1,193.2	$ (488.8)	$ 704.4	$ 47.7	$ 752.1	$ 1,362.5	$ (588.2)	$ 774.3	$ 69.2	$ 843.5	(10.8%)
Targeted Nutrition	414.0	(169.6)	244.4	16.6	261.0	462.3	(199.6)	262.7	23.4	286.1	(8.8%)
Energy, Sports and Fitness	99.4	(40.7)	58.7	3.9	62.6	111.2	(47.9)	63.3	5.6	68.9	(9.1%)
Outer Nutrition	50.8	(20.8)	30.0	2.0	32.0	75.9	(32.8)	43.1	3.9	47.0	(31.9%)
Literature, Promotional and Other(1)	51.3	1.2	52.5	2.1	54.6	56.1	1.8	57.9	2.8	60.7	(10.0%)
Total	$ 1,808.7	$ (718.7)	$ 1,090.0	$ 72.3	$ 1,162.3	$ 2,068.0	$ (866.7)	$ 1,201.3	$ 104.9	$ 1,306.2	(11.0%)

	Six Months Ended June 30,										
	2015					2014					
	Retail Sales(2)	Distributor Allowance	Product Sales	Shipping & Handling Revenues	Net Sales	Retail Sales(2)	Distributor Allowance	Product Sales	Shipping & Handling Revenues	Net Sales	% Change in Net Sales
	(In millions)										
Weight Management	$ 2,327.9	$ (969.8)	$ 1,358.1	$ 97.9	$ 1,456.0	$ 2,676.0	$ (1,163.7)	$ 1,512.3	$ 138.8	$ 1,651.1	(11.8%)
Targeted Nutrition	820.1	(341.7)	478.4	34.5	512.9	924.1	(401.9)	522.2	47.9	570.1	(10.0%)
Energy, Sports and Fitness	196.2	(81.7)	114.5	8.2	122.7	219.7	(95.5)	124.2	11.4	135.6	(9.5%)
Outer Nutrition	107.9	(45.0)	62.9	4.5	67.4	140.5	(61.1)	79.4	7.3	86.7	(22.3%)
Literature, Promotional and Other(1)	101.9	2.5	104.4	4.3	108.7	116.2	3.1	119.3	6.0	125.3	(13.2%)
Total	$ 3,554.0	$ (1,435.7)	$ 2,118.3	$ 149.4	$ 2,267.7	$ 4,076.5	$ (1,719.1)	$ 2,357.4	$ 211.4	$ 2,568.8	(11.7%)

(1) Product buy backs and returns in all product categories are included in literature, promotional and other category
(2) Retail Sales is a Non-GAAP measure which may not be comparable to similarly-titled measures used by other companies.

Net sales for all product categories decreased for the three and six months ended June 30, 2015 as compared to the same periods in 2014. The trend and business factors described in the above discussions of the individual geographic regions apply generally to all product categories.

Gross Profit

Gross profit was $933.0 million and $1,823.0 million for the three and six months ended June 30, 2015, respectively, as compared to $1,049.0 million and $2,060.5 million for the same period in 2014, representing a decrease of $116.0 million or 11.1% and $237.5 million or 11.5%, respectively. As a percentage of net sales, gross profit for the three months ended June 30, 2015 remained unchanged at 80.3% and for the six months ended June 30, 2015 increased to 80.4% as compared to 80.2% in the same period in 2014, or a favorable net increase of 20 basis points. For the three months ended June 30, 2015, the favorable impact of retail price increases of 94 basis points primarily related to the price increases in Venezuela, cost savings through sourcing optimization and self-manufacturing of 30 basis points and country mix of 38 basis points were offset by the unfavorable impact of inventory write-downs of 94 basis points and foreign currency fluctuations of 80 basis points primarily related to the currency devaluation in Venezuela. The 20 basis point net increase for the six months ended June 30, 2015 included the favorable impact of retail price increases of 106 basis points primarily related to the price increases in Venezuela, partially offset by the unfavorable impact of foreign currency fluctuations of 95 basis points primarily related to the currency devaluation in Venezuela. Generally, the gross profit as percentage of net sales may vary from period to period due to the impact from foreign currency fluctuations, changes in country mix as volume changes among countries with varying margins, retail price increases, cost savings through sourcing optimization and self-manufacturing, and inventory write-downs.

Royalty Overrides

Royalty overrides were $318.7 million and $641.7 million for the three and six months ended June 30, 2015, respectively, as compared to $390.8 million and $772.5 million for the same periods in 2014. Royalty overrides as a percentage of net sales was 27.4% and 28.3% for the three and six months ended June 30, 2015, respectively, as compared to 29.9% and 30.1% for the same periods in 2014. The decrease of royalty overrides as a percentage of net sales was primarily due to the higher growth of our China business relative to that of our worldwide business. Compensation to our independent service providers in China is included in selling, general and administrative expenses as opposed to royalty overrides where it is included for all other Members. Generally, this royalty overrides percentage may vary from period to period due to changes in the mix of products and countries because full royalty overrides are not paid on certain products and in certain countries.

Selling, General and Administrative Expenses

Selling, general and administrative expenses were $470.5 million and $901.9 million for the three and six months ended June 30, 2015, respectively, as compared to $461.9 million and $964.0 million for the same periods in 2014. Selling, general and administrative expenses as a percentage of net sales were 40.5% and 39.8% for the three and six months ended June 30, 2015, respectively, as compared to 35.4% and 37.5% for the same periods in 2014.

The increase in selling, general and administrative expenses for the three months ended June 30, 2015 was driven by $33.6 million in higher service fees to China independent service providers related to sales growth in China; $4.9 million in higher net foreign exchange losses, which includes $5.4 million in foreign exchange loss resulting from Euro/U.S. dollar exposure primarily related to intercompany balances; partially offset by $5.1 million in lower travel expenses due to cost control initiatives; $9.3 million in lower Member promotion and event costs; and $6.7 million in lower professional fees.

The decrease in selling, general and administrative expenses for the six months ended June 30, 2015 was primarily due to $65.2 million in lower net foreign exchange losses, which included $32.9 million net foreign exchange losses in 2015 related to the remeasurement of our Bolivar-denominated monetary assets and liabilities at the SIMADI rate, as compared to the $86.3 million net foreign exchange loss during the same period in 2014 related to the remeasurement of our Bolivar-denominated monetary assets and liabilities at the SICAD I rate (See *Liquidity and Capital Resources — Working Capital and Operating Activities* for further discussion of currency exchange rate issues in Venezuela) and also included $7.5 million in foreign exchange gain resulting from Euro/U.S. dollar exposure primarily related to intercompany balances; $10.7 million in lower travel expenses due to cost control initiatives; $13.4 million in lower Member promotion and event costs; $10.3 million in lower professional fees; partially offset by $50.6 million in higher service fees to China independent service providers related to sales growth in China.

In late 2012, a hedge fund manager publicly raised allegations regarding the legality of our network marketing program and announced that the hedge fund manager had taken a significant short position regarding our common shares, leading to intense public scrutiny and significant stock price volatility. We have engaged legal and advisory services firms to assist with responding to the allegations and to perform other related services in connection to these events. For the three months ended June 30, 2015 and 2014, we recorded approximately $7.1 million and $8.0 million, respectively, of expenses related to this matter, which includes approximately $6.5 million and $7.2 million, respectively, of legal, advisory and other professional service fees. For the six months ended June 30, 2015 and 2014, we recorded approximately $11.4 million and $12.3 million, respectively, of expenses related to this matter, which includes approximately $10.4 million and $11.2 million, respectively, of legal, advisory and other professional service fees. We expect to continue to incur expenses related to this matter over the next several periods and the expenses are expected to vary from period to period.

Net Interest Expense

Net interest expense is as follows:

	Three Months Ended		Six Months Ended	
	June 30, 2015	June 30, 2014	June 30, 2015	June 30, 2014
	(Dollars in millions)			
Interest expense	$ 24.8	$ 24.2	$ 48.2	$ 41.9
Interest income	(1.1)	(2.8)	(3.0)	(5.5)
Net interest expense	$ 23.7	$ 21.4	$ 45.2	$ 36.4

The increase in net interest expense for the six months ended June 30, 2015, as compared to the same period in 2014, was primarily due to our issuance of $1.15 billion senior convertible notes in February 2014, including both cash and non-cash interest expense, discussed in *Liquidity and Capital Resources* below.

Other expense, net

Other expense, net was $2.3 million for the six months ended June 30, 2015 as compared to $3.2 million for the same period in 2014. Other expense, net as a percentage of net sales was 0.1% for the six months ended June 30, 2015 and 2014. The decrease in other expense, net, for the six months ended June 30, 2015, as compared to the same period in 2014, was due to lower other than temporary impairment losses recognized during the six months ended June 30, 2015 as compared to the same period in 2014 related to our investments in Bolivar-denominated bonds.

Income Taxes

Income taxes were $37.3 million and $70.9 million for the three and six months ended June 30, 2015, respectively, as compared to $55.4 million and $90.2 million for the same periods in 2014, respectively. The effective income tax rate was 31.1% and 30.6% for the three and six months ended June 30, 2015, respectively, as compared to 31.6% and 31.7% for the same periods in 2014, respectively. The decrease in the effective tax rate for the three and six months ended June 30, 2015, as compared to the same periods in 2014, was primarily due to an increase in net benefits from discrete events, partially offset by the impact of changes in the geographic mix of our income.

Liquidity and Capital Resources

We have historically met our working capital and capital expenditure requirements, including funding for expansion of operations, through net cash flows provided by operating activities. Variations in sales of our products directly affect the availability of funds. There are no material contractual restrictions on our ability to transfer and remit funds among our international affiliated companies. However, there are foreign currency restrictions in certain countries, such as Venezuela as discussed below, which could reduce our ability to timely obtain U.S. dollars. Even with these restrictions, we believe we will have sufficient resources, including cash flow from operating activities and access to capital markets, to meet debt service obligations in a timely manner and be able to continue to meet our objectives.

Our existing debt has not resulted from the need to fund our normal operations, but instead has resulted primarily from our previous and ongoing share repurchase program. Since inception in 2007, total share repurchases amounted to approximately $3.1 billion. While a significant net sales decline could potentially affect the availability of funds, many of our largest expenses are variable in nature, which we believe protects our funding in all but a dramatic net sales downturn. Our $749.6 million cash and cash equivalents and our senior secured credit facility in addition to cash flow from operations, can be used to support general corporate purposes, including, capital expenditures, share repurchases, and strategic investment opportunities.

We have a cash pooling arrangement with a financial institution for cash management purposes. This cash pooling arrangement allows certain of our participating subsidiaries to withdraw cash from this financial institution based upon our aggregate cash deposits held by subsidiaries who participate in the cash pooling arrangement. We did not owe any amounts to this financial institution under the pooling arrangement as of June 30, 2015 and December 31, 2014.

For the six months ended June 30, 2015, we generated $358.7 million of operating cash flow, as compared to $347.6 million for the same period in 2014. The increase in our operating cash flow was the result of net favorable changes in operating assets and liabilities, partially offset by lower net income and lower non-cash items. The change in operating assets and liabilities was primarily the result of changes in prepaid expenses and other current assets which included lower prepayments resulting from financing an annual system support contract, lower payments to renew an annual insurance policy and lower prepaid non-income taxes; and changes in accrued expenses and accrued compensation primarily related to lower employee bonus payments. The lower non-cash items were primarily due to the net decrease in foreign exchange and impairment losses related to Venezuela.

Capital expenditures, including accrued capital expenditures, for the six months ended June 30, 2015 and 2014 were $31.6 million and $89.3 million, respectively. The majority of these expenditures represented investments in manufacturing facilities domestically and internationally, management information systems, initiatives to develop web-based Member tools, and the expansion of our warehouse and sales centers. We expect to incur total capital expenditures of approximately $110 million to $130 million for the full year of 2015.

In March 2015, Herbalife hosted its annual global Herbalife Summit event in Los Angeles, California, where President Team members from around the world met and shared best practices, conducted leadership training and Herbalife management awarded Members $72.4 million of Mark Hughes bonus payments related to their 2014 performance. In March 2014, Herbalife management awarded Members $71.6 million of Mark Hughes bonus payments related to their 2013 performance.

Senior Secured Credit Facility

We currently have a senior secured credit facility, or the Credit Facility, with a syndicate of financial institutions as lenders which consists of a credit facility and a term loan, or the Term Loan. In May 2015, we amended our Credit Facility and our $700 million borrowing capacity on our revolving credit facility was reduced by approximately $235.9 million, and will be further reduced by approximately $39.1 million on September 30, 2015, bringing the total expected available borrowing capacity on our revolving credit facility to $425.0 million as of September 30, 2015. Our revolving credit facility matures on March 9, 2017 and our Term Loan expires on March 9, 2016. During May 2015, pursuant to the amendment and upon execution, we made prepayments of approximately $20.3 million and $50.9 million on the Term Loan and revolving credit facility, respectively. We will make regular scheduled payments for the Term Loan consisting of both principal and interest components. The Credit Facility requires us to comply with a leverage ratio and a coverage ratio. In addition, the Credit Facility contains customary covenants, including covenants that limit or restrict our ability to incur liens, incur indebtedness, make investments, dispose of assets, make certain restricted payments, pay dividends, repurchase our common shares, merge or consolidate and enter into certain transactions with affiliates. The Credit Facility, as amended, also restricts our ability to pay dividends or repurchase its common shares to a maximum of $233.0 million until maturity and for every one dollar of share repurchase or dividend paid, the revolving credit facility's borrowing capacity is decreased by two dollars. The Credit Facility also provides for the grant of security interest on certain additional assets of the Company and its subsidiaries. We are also required to maintain a minimum balance of $200.0 million of consolidated cash and cash equivalents. As of June 30, 2015 and December 31, 2014, we were compliant with our debt covenants under the Credit Facility.

During the three months ended March 31, 2015, we repaid a total amount of $25.0 million under the Credit Facility. During the three months ended June 30, 2015, we repaid a total amount of $135.3 million under the Credit Facility. Our cash and cash equivalents provided by our borrowings provide us with greater flexibility to execute strategic initiatives and to be opportunistically responsive to future events. As of June 30, 2015 and December 31, 2014, the U.S. dollar amount outstanding under the Credit Facility was $689.7 million and $850.0 million, respectively. Of the $689.7 million U.S. dollar amount outstanding under the Credit Facility as of June 30, 2015, $279.7 million was outstanding on the Term Loan and $410.0 million was outstanding on the revolving credit facility. Of the $850.0 million U.S. dollar amount outstanding under the Credit Facility as of December 31, 2014, $350.0 million was outstanding on the Term Loan and $500.0 million was outstanding on the revolving credit facility. There were no outstanding foreign currency borrowings as of June 30, 2015 and December 31, 2014 under the Credit Facility. On June 30, 2015 and December 31, 2014, the weighted average interest rate for borrowings under the Credit Facility, including borrowings under the Term Loan, was 2.74% and 3.04%, respectively.

See Note 4, *Long-Term Debt* to the Condensed Consolidated Financial Statements for a further discussion on our Credit Facility.

Convertible Senior Notes

During February 2014, we issued $1.15 billion aggregate principal amount of convertible senior notes, or the Convertible Notes. The Convertible Notes are senior unsecured obligations which rank effectively subordinated to any of our existing and future secured indebtedness, including amounts outstanding under the Credit Facility, to the extent of the value of the assets securing such indebtedness. The Convertible Notes pay interest at a rate of 2.00% per annum payable semiannually in arrears on February 15 and August 15 of each year, beginning on August 15, 2014. The Convertible Notes mature on August 15, 2019, unless earlier repurchased or converted. The primary purpose of the issuance of the Convertible Notes was for share repurchase purposes. See Note 4, *Long-Term Debt*, to the Condensed Consolidated Financial Statements for a further discussion on our Convertible Notes.

Off-Balance Sheet Arrangements

At June 30, 2015 and December 31, 2014, we had no material off-balance sheet arrangements as defined in Item 303(a)(4)(ii) of Regulation S-K.

Dividends

The declaration of future dividends is subject to the discretion of our board of directors and will depend upon various factors, including our earnings, financial condition, Herbalife Ltd.'s available distributable reserves under Cayman Islands law, restrictions imposed by the Credit Facility and the terms of any other indebtedness that may be outstanding, cash requirements, future prospects and other factors deemed relevant by our board of directors. The Credit Facility permits payments of dividends up to a specified cap as long as no default or event of default exists and the consolidated leverage ratio specified in the Credit Facility is not exceeded. See Note 4, *Long-Term Debt*, to the Condensed Consolidated Financial Statements for a further discussion on dividend restrictions.

There were no dividends declared and paid during the three months ended June 30, 2015 and 2014. There were no dividends declared and paid during the six months ended June 30, 2015. The aggregate amount of dividends declared and paid during the six months ended June 30, 2014 was $30.4 million.

Share Repurchases

Our board of directors has authorized a $1.5 billion share repurchase program that will expire on June 30, 2017. This share repurchase program allows us to repurchase our common shares, at such times and prices as determined by us as market conditions warrant, and to the extent Herbalife Ltd.'s distributable reserves are available under Cayman Islands law. The Credit Facility permits us to repurchase our common shares up to a specified cap as long as no default or event of default exists and the consolidated leverage ratio specified in the Credit Facility is not exceeded. See Note 4, *Long-Term Debt*, to the Condensed Consolidated Financial Statements for a further discussion on share repurchase restrictions.

In conjunction with the issuance of the Convertible Notes during February 2014, we paid approximately $685.8 million to enter into prepaid forward share repurchase transactions, or the Forward Transactions, with certain financial institutions, or the Forward Counterparties, pursuant to which we purchased approximately 9.9 million common shares for settlement on or around the August 15, 2019 maturity date for the Convertible Notes, subject to the ability of each Forward Counterparty to elect to settle all or a portion of its Forward Transactions early.

On May 6, 2014, the Company entered into an agreement with Merrill Lynch International to repurchase $266.0 million of its common shares, or the Repurchase Agreement, which expired on June 30, 2014. Under the terms of the Repurchase Agreement, the Company paid $266.0 million on May 7, 2014, and received an aggregate 4.3 million of its common shares under the Repurchase Agreement during May and June 2014. The total number of common shares repurchased under the Repurchase Agreement was determined generally upon a discounted volume-weighted average share price of the Company’s common shares over the course of the Repurchase Agreement.

During the three months ended March 31, 2014, the Company effectively repurchased approximately 9.9 million of its common shares through the Forward Transactions at an aggregate cost of approximately $685.8 million or an average cost of $69.02 per share and they are treated as retired shares for basic and diluted EPS purposes although they remain legally outstanding. During the three months ended June 30, 2014, the Company repurchased approximately 9.8 million of its common shares through open market purchases and under the Repurchase Agreement, at an aggregate cost of approximately $581.3 million or an average cost of $59.41 per share. During the three and six months ended June 30, 2015, the Company did not repurchase any of its common shares through open market purchases. As of June 30, 2015, the remaining authorized capacity under the Company’s share repurchase program was $232.9 million inclusive of reductions for the Forward Transactions.

Capped Call Transactions

In connection with the issuance of Convertible Notes, we paid approximately $123.8 million to enter into capped call transactions with respect to our common shares, or the Capped Call Transactions, with certain financial institutions. The Capped Call Transactions are expected generally to reduce the potential dilution upon conversion of the Convertible Notes in the event that the market price of the common shares is greater than the strike price of the Capped Call Transactions, initially set at $86.28 per common share, with such reduction of potential dilution subject to a cap based on the cap price initially set at $120.79 per common share. See Note 10, *Shareholders’ Deficit*, to the Condensed Consolidated Financial Statements for a further discussion of the Capped Call Transactions.

Working Capital and Operating Activities

As of June 30, 2015 and December 31, 2014, we had positive working capital of $363.2 million and $518.6 million, respectively, or a decrease of $155.4 million. This decrease was primarily due to the increase in the current portion of long-term debt as $279.7 million of the Credit Facility primarily relating to the term loan will be paid by March 9, 2016 and a decrease in inventory; partially offset by an increase in cash and cash equivalents.

We expect that cash and funds provided from operations, available borrowings under the Credit Facility, and access to capital markets will provide sufficient working capital to operate our business, to make expected capital expenditures and to meet foreseeable liquidity requirements, including payment of amounts outstanding under the Credit Facility, for the next twelve months and thereafter. In May 2015, the Company amended the Credit Facility as described further in Note 4, *Long-Term Debt.*

The majority of our purchases from suppliers are generally made in U.S. dollars, while sales to our Members generally are made in local currencies. Consequently, strengthening of the U.S. dollar versus a foreign currency can have a negative impact on net sales and contribution margins and can generate transaction gains or losses on intercompany transactions. For discussion of our foreign exchange contracts and other hedging arrangements, see Part I, Item 3 — *Quantitative and Qualitative Disclosures about Market Risk.*

Venezuela

Currency Restrictions

Herbalife Venezuela currently imports its products into Venezuela. Foreign exchange controls in that country limit Herbalife Venezuela’s ability to repatriate earnings and settle its intercompany obligations at any official rate. As a result, our Bolivar-denominated cash and cash equivalents have continued to accumulate, increasing the potential impact of any currency devaluation. The current operating environment in Venezuela also continues to be challenging for our Venezuela business, with high inflation, price controls, and the risk that the government will further devalue the Bolivar. See Note 2, *Significant Accounting Policies*, to the Condensed Consolidated Financial Statements for discussion on how the currency restrictions in Venezuela have impacted Herbalife Venezuela’s operations.

We plan to utilize the official rates to the extent allowable under Venezuelan government restrictions inorder to exchange Bolivars for U.S. dollars. We also plan to access government, PDVSA bond offerings, and alternative legal exchange mechanisms when they are made available. As described in Note 2, *Significant Accounting Policies*, to the Condensed Consolidated Financial Statements, these alternative legal exchange mechanisms or less favorable official exchange mechanisms could cause us to recognize additional foreign exchange losses if they are less favorable than the SIMADI rate. If unfavorable rates are used to remeasure Herbalife Venezuela's financial statements in future periods and the extent to which we can increase local prices is restricted, this could negatively impact our future operating income and have an adverse impact on our Venezuelan business. Our ability to access the CENCOEX rate, SICAD rate, SIMADI rate, or any other future official exchange rate could impact what exchange rates will be used for remeasurement purposes in future periods. We continue to assess and monitor the current economic and political environment in Venezuela. At June 30, 2015, the SIMADI rate was 198 Bolivars per U.S. dollar.

As described in Note 2, *Significant Accounting Policies*, to the Condensed Consolidated Financial Statements, we adopted the SIMADI exchange rate during the first quarter of 2015 which was used to remeasure our Venezuelan subsidiary's financial statements at March 31, 2015. We recognized $32.6 million in foreign exchange losses in selling, general & administrative expenses and $1.4 million of inventory write downs in cost of sales within our condensed consolidated statement of income for the three months ended March 31, 2015 related to the remeasurement of our Venezuelan subsidiary's financial statements. The Company recognized $0.3 million in foreign exchange losses in selling, general & administrative expenses and $0.3 million of inventory write downs in cost of sales within its condensed consolidated statement of income for the three months ended June 30, 2015 related to the remeasurement of Herbalife Venezuela's financial statements.

Consolidation of Herbalife Venezuela

We continue to operate in Venezuela and the increasing foreign currency constraints continue to create significant challenges for Herbalife Venezuela. In October 2014, Herbalife Venezuela executed a contract with a Venezuelan contract manufacturer to locally manufacture products to be sold to Herbalife Venezuela in Bolivars. We expect the local contract manufacturing to begin sometime in 2015. While the initial volume of local contract manufacturing is not expected to be significant, Herbalife Venezuela plans to expand its contract volume with the local manufacturer to include additional products in future periods. Other strategies we have implemented to limit our financial exposure from currency restrictions and devaluations in our Venezuela operation while we continue to support our Members and their consumers include operating hour limitations, order size limitations, limiting Member promotions and events to local Bolivar-denominated expenses, and limiting the importation of products into Venezuela. Herbalife Venezuela will continue to apply for legal exchange mechanisms to convert its Bolivars to U.S. dollars. Despite the currency exchange restrictions in Venezuela, we continue to control Herbalife Venezuela and its operations. Therefore, we continue to consolidate Herbalife Venezuela in our condensed consolidated financial statements.

Herbalife Venezuela's net sales represented less than 1% and approximately 4% of our consolidated net sales for the six months ended June 30, 2015 and 2014, respectively, and its total assets represented approximately 1% and 2% of our consolidated total assets as of June 30, 2015 and December 31, 2014, respectively. As of June 30, 2015 and December 31, 2014, the majority of Herbalife Venezuela's total assets consisted of Bolivar-denominated cash and cash equivalents.

See the 2014 10-K for further information on Herbalife Venezuela and Venezuela's highly inflationary economy.

Contingencies

See Note 5, *Contingencies*, to the Condensed Consolidated Financial Statements included in Item 1 of Part I of this Quarterly Report on Form 10-Q, for information on our contingencies as of June 30, 2015.

Critical Accounting Policies

U.S. GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the year. We regularly evaluate our estimates and assumptions related to revenue recognition, allowance for product returns, inventory, goodwill and purchased intangible asset valuations, deferred income tax asset valuation allowances, uncertain tax positions, tax contingencies, and other loss contingencies. We base our estimates and assumptions on current facts, historical experience and various other factors that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities and the recording of revenue, costs and expenses. Actual results could differ from those estimates. We consider the following policies to be most critical in understanding the judgments that are involved in preparing the financial statements and the uncertainties that could impact our operating results, financial condition and cash flows.

We are a nutrition company that sells a wide range of weight management, targeted nutrition, energy, sports & fitness, and outer nutrtion products. Our products are manufactured by third party providers and by us in our Changsha, Hunan, China extraction facility, Suzhou, China facility, Lake Forest, California facility, and in our Winston-Salem, North Carolina facility, and then are sold to Members who consume and sell Herbalife products to retail consumers or other Members. As of June 30, 2015, we sold products in 91 countries throughout the world and we are organized and managed by geographic region. We aggregate our operating segments into one reporting segment, except China, as management believes that our operating segments have similar operating characteristics and similar long term operating performance. In making this determination, management believes that the operating segments are similar in the nature of the products sold, the product acquisition process, the types of customers to whom products are sold, the methods used to distribute the products, the nature of the regulatory environment, and their economic characteristics.

We generally recognize revenue upon delivery and when both the title and risk and rewards pass to the Member or importer, or as products are sold in our retail stores in China or through our independent service providers in China. Net sales include product sales and shipping and handling revenues. Product sales are recognized net of product returns, and discounts referred to as “distributor allowances.” We generally receive the net sales price in cash or through credit card payments at the point of sale. Related royalty overrides are recorded when revenue is recognized.

Allowances for product returns, primarily in connection with our buyback program, are provided at the time the sale is recorded. This accrual is based upon historical return rates for each country and the relevant return pattern, which reflects anticipated returns to be received over a period of up to 12 months following the original sale. Historically, product returns and buybacks have not been significant. Product returns and buybacks were approximately 0.1% of product sales for both the three and six months ended June 30, 2015 and 2014.

We adjust our inventories to lower of cost or market. Additionally we adjust the carrying value of our inventory based on assumptions regarding future demand for our products and market conditions. If future demand and market conditions are less favorable than management’s assumptions, additional inventory write-downs could be required. Likewise, favorable future demand and market conditions could positively impact future operating results if previously written down inventories are sold. We have obsolete and slow moving inventories which have been adjusted downward $49.2 million and $41.6 million to present them at their lower of cost or market in our condensed consolidated balance sheets as of June 30, 2015 and December 31, 2014, respectively.

Goodwill and marketing related intangible assets not subject to amortization are tested annually for impairment, and are tested for impairment more frequently if events and circumstances indicate that the asset might be impaired. An impairment loss is recognized to the extent that the carrying amount exceeds the asset’s fair value. As discussed below, for goodwill impairment testing, we have the option to perform a qualitative assessment of whether it is more likely than not that a reporting unit’s fair value is less than its carrying amount before applying the two-step goodwill impairment test. If we conclude it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, then there is no need to perform the two-step impairment test. Currently, we do not use this qualitative assessment option but we could in the future elect to use this option. For our marketing related intangible assets a similar qualitative option is also currently available. However, we currently use a discounted cash flow model, or the income approach, under the relief-from-royalty method to determine the fair value of our marketing related intangible assets in order to confirm there is no impairment required. For our marketing related intangible assets, if we do not use this qualitative assessment option, we could still in the future elect to use this option.

In order to estimate the fair value of goodwill, we alsoprimarily use an income approach. The determination of impairment is made at the reporting unit level and consists of two steps. First, we determine the fair value of a reporting unit and compare it to its carrying amount. The determination of the fair value of the reporting units requires us to make significant estimates and assumptions. These estimates and assumptions include estimates of future revenues and expense growth rates, capital expenditures and the depreciation and amortization related to these capital expenditures, discount rates, and other inputs. Due to the inherent uncertainty involved in making these estimates, actual future results could differ. Changes in assumptions regarding future results or other underlying assumptions could have a significant impact on the fair value of the reporting unit. Second, if the carrying amount of a reporting unit exceeds its fair value, an impairment loss is recognized for any excess of the carrying amount of the reporting unit's goodwill and other intangibles over the implied fair value as determined in Step 2 of the goodwill impairment test. Also, if during Step 1 of a goodwill impairment test we determine we have reporting units with zero or negative carrying amounts, then we perform Step 2 of the goodwill impairment test if it is more likely than not that a goodwill impairment exists. During Step 2 of a goodwill impairment test, the implied fair value of goodwill is determined in a similar manner as how the amount of goodwill recognized in a business combination is determined, in accordance with the Financial Accounting Standards Board, or FASB, Accounting Standards Codification, or ASC, Topic 805, *Business Combinations*. We would assign the fair value of a reporting unit to all of the assets and liabilitiesof that reporting unit as if the reporting unit had been acquired in a business combination and the fair value of the reporting unit was the price paid to acquire the reporting unit. The excess of the fair value of a reporting unit over the amounts assigned to its assets and liabilities is the implied fair value of goodwill. As of June 30, 2015 and December 31, 2014, we had goodwill of approximately $97.0 million and $102.2 million, respectively. As of both June 30, 2015 and December 31, 2014, we had marketing related intangible assets of approximately $310.0 million. The decrease in goodwill during the six months ended June 30, 2015 was due to cumulative translation adjustments. No marketing related intangibles or goodwill impairment was recorded during the three and six months ended June 30, 2015 and 2014.

Contingencies are accounted for in accordance with the FASB ASC Topic 450,*Contingencies*, or ASC 450. ASC 450 requires that we record an estimated loss from a loss contingency when information available prior to issuance of our financial statements indicates that it is probable that an asset has been impaired or a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. We also disclose material contingencies when we believe a loss is not probable but reasonably possible as required by ASC 450. Accounting for contingencies such as legal and non-income tax matters requires us to use judgment related to both the likelihood of a loss and the estimate of the amount or range of loss. Many of these legal and tax contingencies can take years to be resolved. Generally, as the time period increases over which the uncertainties are resolved, the likelihood of changes to the estimate of the ultimate outcome increases.

Deferred income tax assets have been established for net operating loss and interest carryforwards of certain foreign subsidiaries and have been reduced by a valuation allowance to reflect them at amounts estimated to be ultimately realized. Although realization is not assured, we believe it is more likely than not that the net carrying value will be realized. The amount of the carryforwards that is considered realizable, however, could change if estimates of future taxable income are adjusted. In the ordinary course of our business, there are many transactions and calculations where the tax law and ultimate tax determination is uncertain. As part of the process of preparing our consolidated financial statements, we are required to estimate our income taxes in each of the jurisdictions in which we operate prior to the completion and filing of tax returns for such periods. These estimates involve complex issues and require us to make judgments about the likely application of the tax law to our situation, as well as with respect to other matters, such as anticipating the positions that we will take on tax returns prior to us actually preparing the returns and the outcomes of disputes with tax authorities. The ultimate resolution of these issues may take extended periods of time due to examinations by tax authorities and statutes of limitations. In addition, changes in our business, including acquisitions, changes in our international corporate structure, changes in the geographic location of business functions or assets, changes in the geographic mix and amount of income, as well as changes in our agreements with tax authorities, valuation allowances, applicable accounting rules, applicable tax laws and regulations, rulings and interpretations thereof, developments in tax audit and other matters, and variations in the estimated and actual level of annual pre-tax income can affect the overall effective income tax rate.

We account for uncertain tax positions in accordance with FASB ASC Topic 740,*Income Taxes*, or ASC 740, which provides guidance on the determination of how tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under ASC 740, we must recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate resolution.

We account for foreign currency transactions in accordance with FASB ASC Topic 830, *Foreign Currency Matters*. In a majority of the countries where we operate, the functional currency is the local currency. Our foreign subsidiaries' asset and liability accounts are translated for consolidated financial reporting purposes into U.S. dollar amounts at period-end exchange rates. Revenue and expense accounts are translated at the average rates during the year. Our foreign exchange translation adjustments are included in accumulated other comprehensive loss on our accompanying consolidated balance sheets. Foreign currency transaction gains and losses and foreign currency remeasurements are generally included in selling, general and administrative expenses in the accompanying consolidated statements of income.

New Accounting Pronouncements

See discussion under Note 2, *Significant Accounting Policies*, to the Condensed Consolidated Financial Statements included in Item 1 of Part I of this Quarterly Report on Form 10-Q, for information on new accounting pronouncements.

Item 3. *Quantitative and Qualitative Disclosures About Market Risk*

We are exposed to market risks, which arise during the normal course of business from changes in interest rates and foreign currency exchange rates. On a selected basis, we use derivative financial instruments to manage or hedge these risks. All hedging transactions are authorized and executed pursuant to written guidelines and procedures.

We apply FASB ASC Topic 815, *Derivatives and Hedging*, or ASC 815, which established accounting and reporting standards for derivative instruments, including certain derivative instruments embedded in other contracts, and for hedging activities. All derivatives, whether designated in hedging relationships or not, are required to be recorded on the balance sheet at fair value. If the derivative is designated as a fair-value hedge, the changes in the fair value of the derivative and the underlying hedged item are recognized concurrently in earnings. If the derivative is designated as a cash-flow hedge, changes in the fair value of the derivative are recorded in other comprehensive income (loss) and are recognized in the condensed consolidated statements of income when the hedged item affects earnings. ASC 815 defines the requirements for designation and documentation of hedging relationships as well as ongoing effectiveness assessments in order to use hedge accounting. For a derivative that does not qualify as a hedge, changes in fair value are recognized concurrently in earnings.

A discussion of our primary market risk exposures and derivatives is presented below.

Foreign Exchange Risk

We transact business globally and are subject to risks associated with changes in foreign exchange rates. Our objective is to minimize the impact to earnings and cash flow associated with foreign exchange rate fluctuations. We enter into foreign exchange derivatives in the ordinary course of business primarily to reduce exposure to currency fluctuations attributable to intercompany transactions, translation of local currency revenue, inventory purchases subject to foreign currency exposure, and to partially mitigate the impact of foreign currency rate fluctuations. Due to volatility in foreign exchange markets, our current strategy, in general, is to hedge some of the significant exposures on a short-term basis. We will continue to monitor the foreign exchange markets and evaluate our hedging strategy accordingly. With the exception of our foreign exchange forward contracts relating to forecasted inventory purchases and intercompany management fees discussed below, all of our foreign exchange contracts are designated as free standing derivatives for which hedge accounting does not apply. The changes in the fair value of the derivatives not qualifying as cash flow hedges are included in selling, general and administrative expenses in our condensed consolidated statements of income.

The foreign exchange forward contracts designated as free standing derivatives are used to hedge advances between subsidiaries and to partially mitigate the impact of foreign currency fluctuations. The fair value of foreign exchange derivative contracts is based on third-party quotes. Our foreign currency derivative contracts are generally executed on a monthly basis.

We also purchase foreign currency forward contracts in order to hedge forecasted inventory transactions and intercompany management fees that are designated as cash-flow hedges and are subject to foreign currency exposures. We applied the hedge accounting rules as required by ASC 815 for these hedges. These contracts allow us to buy and sell certain currencies at specified contract rates. As of June 30, 2015 and December 31, 2014, the aggregate notional amounts of these contracts outstanding were approximately $133.6 million and $225.3 million, respectively. At June 30, 2015, the outstanding contracts were expected to mature over the next twelve months. Our derivative financial instruments are recorded on the condensed consolidated balance sheet at fair value based on quoted market rates. For the forecasted inventory transactions, the forward contracts are used to hedge forecasted inventory transactions over specific months. Changes in the fair value of these forward contracts, excluding forward points, designated as cash-flow hedges are recorded as a component of accumulated other comprehensive income (loss) within shareholders' deficit, and are recognized in cost of sales in the condensed consolidated statement of income during the period which approximates the time the hedged inventory is sold. We also hedge forecasted intercompany management fees over specific months. Changes in the fair value of these forward contracts designated as cash flow hedges are recorded as a component of accumulated other comprehensive loss within shareholders' deficit, and are recognized in selling, general and administrative expenses in the condensed consolidated statement of income in the period when the hedged item and underlying transaction affects earnings. As of June 30, 2015, we recorded assets at fair value of $8.9 million and liabilities at fair value of $0.6 million relating to all outstanding foreign currency contracts designated as cash-flow hedges. As of December 31, 2014, we recorded assets at fair value of $12.3 million and liabilities at fair value of $1.6 million relating to all outstanding foreign currency contracts designated as cash-flow hedges. During the three and six months ended June 30, 2015 and 2014, the ineffective portion relating to these hedges was immaterial and the hedges remained effective as of June 30, 2015 and December 31, 2014.

As of June 30, 2015 and December 31, 2014, the majority of our outstanding foreign currency forward contracts had maturity dates of less than twelve months with the majority of freestanding derivatives expiring within two months as of June 30, 2015 and December 31, 2014.

The following table provides information about the details of our foreign exchange forward contracts:

Foreign Currency	Average Contract Rate	Notional Amount (In millions)	Fair Value Gain (Loss) (In millions)
At June 30, 2015			
Buy Chinese yuan sell Euro	6.97	$ 8.1	$ —
Buy Chinese yuan sell U.S. dollar	6.38	82.3	1.7
Buy Euro sell Australian dollar	1.44	6.2	—
Buy Euro sell Canadian dollar	1.38	0.9	—
Buy Euro sell Chinese yuan	6.96	23.2	(0.3)
Buy Euro sell Colombian peso	2,676.14	2.1	0.2
Buy Euro sell Hong Kong dollar	8.66	0.7	—
Buy Euro sell Indonesian rupiah	15,020.38	3.7	—
Buy Euro sell Mexican peso	17.21	113.1	3.6
Buy Euro sell Malaysian ringgit	4.19	2.1	—
Buy Euro sell Peruvian nuevo sol	3.56	1.0	—
Buy Euro sell Philippine peso	50.88	2.4	—
Buy Euro sell Romanian lei	4.49	0.3	—
Buy Euro sell Russian ruble	63.04	4.9	—
Buy Euro sell U.S. dollar	1.13	24.7	(0.4)
Buy British pound sell Euro	0.71	3.9	—
Buy Indonesian rupiah sell USD	13,816.00	4.0	—
Buy Kazakhstani tenge sell U.S. dollar	217.55	1.6	0.2
Buy Mexican peso sell Euro	17.66	45.3	—
Buy Malaysian ringgit sell U.S. dollar	3.74	2.4	—
Buy Norwegian krone sell U.S. dollar	7.92	1.3	—
Buy Russian ruble sell Euro	56.97	3.1	(0.2)
Buy Swedish krona sell U.S. dollar	8.46	1.9	—
Buy Taiwan dollar sell U.S. dollar	30.77	14.6	—
Buy U.S. dollar sell Brazilian real	3.18	18.3	0.5
Buy U.S. dollar sell Colombian peso	2,559.32	6.1	0.1
Buy U.S. dollar sell Euro	1.17	157.7	6.1
Buy U.S. dollar sell South Korean won	1,111.87	11.7	0.1
Buy U.S. dollar sell Polish zloty	3.77	0.5	—
Total forward contracts		$ 548.1	$ 11.6

The majority of our foreign subsidiaries designate their local currencies as their functional currencies. At June 30, 2015 and December 31, 2014, the total amount of our foreign subsidiary cash was $361.4 million and $440.8 million, respectively, of which $11.8 million and $8.3 million, respectively, was invested in U.S. dollars. At June 30, 2015 and December 31, 2014, the total amount of cash and cash equivalents held by our parent and its U.S. entities was $388.2 million and $204.6 million, respectively.

Currency restrictions enacted by the Venezuelan government have become more restrictive and have impacted the ability of Herbalife Venezuela to obtain U.S. dollars in exchange for Venezuelan Bolivars, or Bolivars, at the official foreign exchange rates from the Venezuelan government. See Note 2, *Significant Accounting Policies*, to the Condensed Consolidated Financial Statements for discussion on how the currency restrictions in Venezuela have impacted Herbalife Venezuela's operations.

Interest Rate Risk

As of June 30, 2015, the aggregate annual maturities of the Credit Facility were expected to be $50.0 million for the remainder of 2015, $229.7 million for 2016, and $410.0 million for 2017. The fair value of the Credit Facility approximated its carrying value of $689.7 million as of June 30, 2015.The fair value of the Credit Facility approximated its carrying value of $850.0 million as of December 31, 2014. The Credit Facility bears a variable interest rate, and on June 30, 2015 and December 31, 2014, the weighted average interest rate of the Credit Facility, including borrowings under the Term Loan, was 2.74% and 3.04%, respectively. As of June 30, 2015, the fair value of the liability component of our $1.15 billion Convertible Notes was approximately $850.8 million and the carrying value was $979.5 million. The Convertible Notes pay interest at a fixed rate of 2.00% per annum payable semiannually in arrears on February 15 and August 15 of each year, beginning on August 15, 2014. The Convertible Notes mature on August 15, 2019, unless earlier repurchased or converted. We may not redeem the Convertible Notes prior to their stated maturity date. Since our Credit Facility is based on variable interest rates, and as we have not entered into any new interest swap arrangements since the expiration of our previous interest rate swaps in July 2013, if interest rates were to increase or decrease by 1% for the year, and our borrowing amounts stayed constant on our Credit Facility, our annual interest expense would increase or decrease by approximately $6.9 million.

Item 4. ***Controls And Procedures***

Evaluation of Disclosure Controls and Procedures. Our management, including our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on such evaluation, our Chief Executive Officer and our Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of June 30, 2015.

Changes in Internal Control over Financial Reporting. There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended June 30, 2015 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

FORWARD-LOOKING STATEMENTS

This document contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical fact are "forward-looking statements" for purposes of federal and state securities laws, including any projections of earnings, revenue or other financial items; any statements of the plans, strategies and objectives of management for future operations; any statements concerning proposed new services or developments; any statements regarding future economic conditions or performance; any statements of belief; and any statements of assumptions underlying any of the foregoing. Forward-looking statements may include the words "may," "will," "estimate," "intend," "continue," "believe," "expect" or "anticipate" and any other similar words.

Although we believe that the expectations reflected in any of our forward-looking statements are reasonable, actual results could differ materially from those projected or assumed in any of our forward-looking statements. Our future financial condition and results of operations, as well as any forward-looking statements, are subject to change and to inherent risks and uncertainties, such as those disclosed or incorporated by reference in our filings with the Securities and Exchange Commission. Important factors that could cause our actual results, performance and achievements, or industry results to differ materially from estimates or projections contained in our forward-looking statements include, among others, the following:

- our relationship with, and our ability to influence the actions of, our Members;
- improper action by our employees or Members in violation of applicable law;
- adverse publicity associated with our products or network marketing organization, including our ability to comfort the marketplace and regulators regarding our compliance with applicable laws;
- changing consumer preferences and demands;
- the competitive nature of our business;
- regulatory matters governing our products, including potential governmental or regulatory actions concerning the safety or efficacy of our products and network marketing program, including the direct selling market in which we operate;
- legal challenges to our network marketing program;

- risks associated with operating internationally and the effect of economic factors, including foreign exchange, inflation, disruptions or conflicts with our third party importers, pricing and currency devaluation risks, especially in countries such as Venezuela;
- uncertainties relating to interpretation and enforcement of legislation in China governing direct selling;
- our inability to obtain the necessary licenses to expand our direct selling business in China;
- adverse changes in the Chinese economy;
- our dependence on increased penetration of existing markets;
- contractual limitations on our ability to expand our business;
- our reliance on our information technology infrastructure and outside manufacturers;
- the sufficiency of trademarks and other intellectual property rights;
- product concentration;
- our reliance upon, or the loss or departure of any member of, our senior management team which could negatively impact our Member relations and operating results;
- restrictions imposed by covenants in our credit facility;
- uncertainties relating to the application of transfer pricing, duties, value added taxes, and other tax regulations, and changes thereto;
- changes in tax laws, treaties or regulations, or their interpretation;
- taxation relating to our Members;
- product liability claims;
- our incorporation under the laws of the Cayman Islands;
- whether we will purchase any of our shares in the open markets or otherwise; and
- share price volatility related to, among other things, speculative trading and certain traders shorting our common shares.

Additional factors that could cause actual results to differ materially from our forward-looking statements are set forth in this Quarterly Report on Form 10-Q, including under the heading "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and in our Condensed Consolidated Financial Statements and the related Notes.

Forward-looking statements in this Quarterly Report on Form 10-Q speak only as of the date hereof, and forward-looking statements in documents attached that are incorporated by reference speak only as of the date of those documents. We do not undertake any obligation to update or release any revisions to any forward-looking statement or to report any events or circumstances after the date hereof or to reflect the occurrence of unanticipated events, except as required by law.

PART II. OTHER INFORMATION

Item 1. *Legal Proceedings*

See discussion under Note 5, *Contingencies*, to the Condensed Consolidated Financial Statements included in Item 1 of Part I of this Quarterly Report on Form 10-Q, which is incorporated herein by reference.

Item 1A. *RISK FACTORS*

Risks Related to Us and Our Business

Our failure to establish and maintain Member and sales leader relationships for any reason could negatively impact sales of our products and harm our financial condition and operating results.

We distribute our products exclusively to and through approximately 4.1 million independent Members, and we depend upon them directly for substantially all of our sales. Our Members, including our sales leaders, may voluntarily terminate their Member agreements with us at any time. To increase our revenue, we must increase the number of, or the productivity of, our Members. Accordingly, our success depends in significant part upon our ability to recruit, retain and motivate a large base of Members. The loss of a significant number of Members for any reason could negatively impact sales of our products and could impair our ability to attract new Members. In our efforts to attract and retain Members, we compete with other network marketing organizations, including those in the weight management, dietary and nutritional supplement and personal care and cosmetic product industries. Our operating results could be harmed if our existing and new business opportunities and products do not generate sufficient interest to retain existing Members and attract new Members.

Our Member organization has a high turnover rate, which is a common characteristic found in the direct selling industry. For the latest twelve month re-qualification period ending January 2015, approximately 54.2% of our sales leaders, excluding China, Venezuela and Argentina, re-qualified. We did not require our Venezuelan sales leaders to re-qualify temporarily for the period ended January 2014 due to product supply limitation resulting from currency restrictions; the Venezuela re-qualification requirement resumed for the period ended January 2015 after providing the market time to adjust to supply levels. We did not require our Argentinean sales leaders to re-qualify temporarily for the period ended January 2015 due to product supply challenges resulting from importation restrictions. If Venezuela and Argentina were included on a normalized basis, the percentage would have been 53.4%.

Because we cannot exert the same level of influence or control over our independent Members as we could were they our own employees, our Members could fail to comply with applicable law or our Member policies and procedures, which could result in claims against us that could harm our financial condition and operating results.

Our Members are independent contractors and, accordingly, we are not in a position to directly provide the same direction, motivation and oversight as we would if Members were our own employees. As a result, there can be no assurance that our Members will participate in our marketing strategies or plans, accept our introduction of new products, or comply with our Members policies and procedures.

Extensive federal, state and local laws regulate our business, products and network marketing program. Because we have expanded into foreign countries, our policies and procedures for our independent Members differ due to the different legal requirements of each country in which we do business. While we have implemented Member policies and procedures designed to govern Member conduct and to protect the goodwill associated with Herbalife trademarks and tradenames, it can be difficult to enforce these policies and procedures because of the large number of Members and their independent status. Violations by our independent Members of applicable law or of our policies and procedures in dealing with customers could reflect negatively on our products and operations and harm our business reputation. In addition, it is possible that a court could hold us civilly or criminally accountable based on vicarious liability because of the actions of our independent Members.

Adverse publicity associated with our products, ingredients or network marketing program, or those of similar companies, could harm our financial condition and operating results.

The size of our distribution force and the results of our operations may be significantly affected by the public's perception of the Company and similar companies. This perception is dependent upon opinions concerning:

- the safety and quality of our products and ingredients;
- the safety and quality of similar products and ingredients distributed by other companies;
- our Members;
- our network marketing program; and
- the direct selling business generally.

Adverse publicity concerning any actual or purported failure of our Company or our Members to comply with applicable laws and regulations regarding product claims and advertising, good manufacturing practices, the regulation of our network marketing program, the registration of our products for sale in our target markets or other aspects of our business, whether or not resulting in enforcement actions or the imposition of penalties, could have an adverse effect on the goodwill of our Company and could negatively affect our ability to attract, motivate and retain Members, which would negatively impact our ability to generate revenue. We cannot ensure that all of our Members will comply with applicable legal requirements relating to the advertising, labeling, licensing or distribution of our products.

In addition, our Members' and consumers' perception of the safety and quality of our products and ingredients as well as similar products and ingredients distributed by other companies can be significantly influenced by media attention, publicized scientific research or findings, widespread product liability claims and other publicity concerning our products or ingredients or similar products and ingredients distributed by other companies. Adverse publicity, whether or not accurate or resulting from consumers' use or misuse of our products, that associates consumption of our products or ingredients or any similar products or ingredients with illness or other adverse effects, questions the benefits of our or similar products or claims that any such products are ineffective, inappropriately labeled or have inaccurate instructions as to their use, could lead to lawsuits or other legal challenges and could negatively impact our reputation, the market demand for our products, or our general business.

From time to time we receive inquiries from government agencies and third parties requesting information concerning our products. We fully cooperate with these inquiries including, when requested, by the submission of detailed technical dossiers addressing product composition, manufacturing, process control, quality assurance, and contaminant testing. Further, we periodically respond to requests from regulators for additional information regarding product-specific adverse events. We are confident in the safety of our products when used as directed. However, there can be no assurance that regulators in these or other markets will not take actions that might delay or prevent the introduction of new products, or require the reformulation or the temporary or permanent withdrawal of certain of our existing products from their markets.

Adverse publicity relating to us, our products or our operations, including our network marketing program or the attractiveness or viability of the financial opportunities provided thereby, has had, and could again have, a negative effect on our ability to attract, motivate and retain Members, and it could also affect our share price. In the mid-1980's, our products and marketing program became the subject of regulatory scrutiny in the United States, resulting in large part from claims and representations made about our products by our Members, including impermissible therapeutic claims. The resulting adverse publicity caused a rapid, substantial loss of Members in the United States and a corresponding reduction in sales beginning in 1985. In addition, in late 2012, a hedge fund manager publicly raised allegations regarding the legality of our network marketing program and announced that his fund had taken a significant short position regarding our common shares, leading to intense public scrutiny and governmental inquiries, and significant stock price volatility. We expect that negative publicity will, from time to time, continue to negatively impact our business in particular markets and may adversely affect our share price.

Our failure to appropriately respond to changing consumer preferences and demand for new products or product enhancements could significantly harm our Member and customer relationships and product sales and harm our financial condition and operating results.

Our business is subject to changing consumer trends and preferences, especially with respect to weight management products. Our continued success depends in part on our ability to anticipate and respond to these changes, and we may not respond in a timely or commercially appropriate manner to such changes. Furthermore, the nutritional supplement industry is characterized by rapid and frequent changes in demand for products and new product introductions and enhancements. Our failure to accurately predict these trends could negatively impact consumer opinion of our products, which in turn could harm our customer and Member relationships and cause the loss of sales. The success of our new product offerings and enhancements depends upon a number of factors, including our ability to:

- accurately anticipate customer needs;
- innovate and develop new products or product enhancements that meet these needs;
- successfully commercialize new products or product enhancements in a timely manner;
- price our products competitively;
- manufacture and deliver our products in sufficient volumes and in a timely manner; and
- differentiate our product offerings from those of our competitors.

If we do not introduce new products or make enhancements to meet the changing needs of our customers in a timely manner, some of our products could be rendered obsolete, which could negatively impact our revenues, financial condition and operating results.

Due to the high level of competition in our industry, we might fail to retain our customers and Members, which would harm our financial condition and operating results.

The business of marketing weight management and nutrition products is highly competitive and sensitive to the introduction of new products or weight management plans, including various prescription drugs, which may rapidly capture a significant share of the market. These market segments include numerous manufacturers, distributors, marketers, retailers and physicians that actively compete for the business of consumers both in the United States and abroad. In addition, we anticipate that we will be subject to increasing competition in the future from sellers that utilize electronic commerce. Some of these competitors have longer operating histories, significantly greater financial, technical, product development, marketing and sales resources, greater name recognition, larger established customer bases and better-developed distribution channels than we do. Our present or future competitors may be able to develop products that are comparable or superior to those we offer, adapt more quickly than we do to new technologies, evolving industry trends and standards or customer requirements, or devote greater resources to the development, promotion and sale of their products than we do. For example, if our competitors develop other diet or weight management products that prove to be more effective than our products, demand for our products could be reduced. Accordingly, we may not be able to compete effectively in our markets and competition may intensify.

We are also subject to significant competition for the recruitment of Members from other network marketing organizations, including those that market weight management products, dietary and nutritional supplements and personal care products as well as other types of products. We compete for global customers and Members with regard to weight management, nutritional supplement and personal care products. Our competitors include both direct selling companies such as NuSkin Enterprises, Nature's Sunshine, Alticor/Amway, Melaleuca, Avon Products, Oriflame, Omnilife, Tupperware and Mary Kay, as well as retail establishments such as Weight Watchers, Jenny Craig, General Nutrition Centers, Wal-Mart and retail pharmacies.

In addition, because the industry in which we operate is not particularly capital intensive or otherwise subject to high barriers to entry, it is relatively easy for new competitors to emerge who will compete with us for our Members and customers. In addition, the fact that our Members may easily enter and exit our network marketing program contributes to the level of competition that we face. For example, a Member can enter or exit our network marketing system with relative ease at any time without facing a significant investment or loss of capital because (1) we have a low upfront financial cost to become a Herbalife Member, (2) we do not require any specific amount of time to work as a Member, (3) we do not charge Members for any training that we might require and (4) we do not prohibit a new Member from working with another company. Our ability to remain competitive therefore depends, in significant part, on our success in recruiting and retaining Members through an attractive compensation plan, the maintenance of an attractive product portfolio and other incentives. We cannot ensure that our programs for recruitment and retention of Members will be successful and if they are not, our financial condition and operating results would be harmed.

We are affected by extensive laws, governmental regulations, administrative determinations, court decisions and similar constraints both domestically and abroad, and our failure or our Members' failure to comply with these constraints could lead to the imposition of significant penalties or claims, which could harm our financial condition and operating results.

In both domestic and foreign markets, the formulation, manufacturing, packaging, labeling, distribution, advertising, importation, exportation, licensing, sale and storage of our products are affected by extensive laws, governmental regulations, administrative determinations, court decisions and similar constraints. Such laws, regulations and other constraints may exist at the federal, state or local levels in the United States and at all levels of government in foreign jurisdictions. There can be no assurance that we or our Members are in compliance with all of these regulations. Our failure or our Members' failure to comply with these regulations or new regulations could disrupt our Members' sale of our products, or lead to the imposition of significant penalties or claims and could negatively impact our business. In addition, the adoption of new regulations or changes in the interpretations of existing regulations may result in significant compliance costs or discontinuation of product sales and may negatively impact the marketing of our products, resulting in significant loss of sales revenues.

The FTC revised its Guides Concerning the Use of Endorsements and Testimonials in Advertising, or Guides, which became effective on December 1, 2009. Although the Guides are not binding, they explain how the FTC interprets Section 5 of the FTC Act's prohibition on unfair or deceptive acts or practices. Consequently, the FTC could bring a Section 5 enforcement action based on practices that are inconsistent with the Guides. Under the revised Guides, advertisements that feature a consumer and convey his or her atypical experience with a product or service are required to clearly disclose the results that consumers can generally expect. In contrast to the 1980 version of the Guides, which allowed advertisers to describe atypical results in a testimonial as long as they included a disclaimer such as "results not typical", the revised Guides no longer contain such a safe harbor. The revised Guides also add new examples to illustrate the long-standing principle that "material connections" between advertisers and endorsers (such as payments or free products), connections that consumers might not expect, must be disclosed. Herbalife has revised its marketing materials to be compliant with the revised Guides. However, it is possible that our use, and that of our Members, of testimonials in the advertising and promotion of our products, including but not limited to our weight management products and our income opportunity, will be significantly impacted and therefore might negatively impact our sales.

Governmental regulations in countries where we plan to commence or expand operations may prevent or delay entry into those markets. In addition, our ability to sustain satisfactory levels of sales in our markets is dependent in significant part on our ability to introduce additional products into such markets. However, governmental regulations in our markets, both domestic and international, can delay or prevent the introduction, or require the reformulation or withdrawal, of certain of our products. Any such regulatory action, whether or not it results in a final determination adverse to us, could create negative publicity, with detrimental effects on the motivation and recruitment of Members and, consequently, on sales.

We are subject to rules of the Food and Drug Administration, or FDA, for current good manufacturing practices, or cGMPs, for the manufacture, packing, labeling and holding of dietary supplements and over-the-counter drugs distributed in the United States. Herbalife has implemented a comprehensive quality assurance program that is designed to maintain compliance with the cGMPs products manufactured by or on behalf of Herbalife for distribution in the United States. However, if Herbalife should be found not to be in compliance with cGMPs for the products we self-manufacture, it could negatively impact our reputation and ability to sell our products even after any such situation had been rectified. Further, if contract manufacturers whose products bear Herbalife labels fail to comply with the cGMPs, this could negatively impact Herbalife's reputation and ability to sell its products even though Herbalife is not directly liable under the cGMPs for such compliance. In complying with the dietary supplement cGMPs, we have experienced increases in production costs as a result of the necessary increase in testing of raw ingredients, work in process and finished products.

Since late 2012, a hedge fund manager has made and continues to make allegations regarding the Company and its network marketing program. We believe these allegations are without merit and are vigorously defending ourselves against such claims, including proactively reaching out to governmental authorities about what we believe is manipulative activity with respect to our securities. Because of these allegations, we and others have received and may receive additional regulatory and governmental inquiries. For example, we have previously disclosed inquiries from the FTC, Securities and Exchange Commission and other governmental authorities. The Department of Justice recently sought information from us certain of our Members and others regarding allegations being made about our business practices and our Members. In the future, these and other governmental authorities may determine to seek information from us and other persons relating to these same or other allegations. If we believe any governmental or regulatory inquiry or investigation is or becomes material, it will be disclosed individually. Consistent with our policies, we have cooperated and will continue to fully cooperate with any governmental or regulatory inquiries or investigations.

Our network marketing program could be found to be not in compliance with current or newly adopted laws or regulations in one or more markets, which could prevent us from conducting our business in these markets and harm our financial condition and operating results.

Our network marketing program is subject to a number of federal and state regulations administered by the FTC and various federal and state agencies in the United States as well as regulations on direct selling in foreign markets administered by foreign agencies. We are subject to the risk that, in one or more markets, our network marketing program could be found not to be in compliance with applicable law or regulations, including the 1986 permanent injunction entered in California in proceedings initiated by the California Attorney General. Regulations applicable to network marketing organizations generally are directed at preventing fraudulent or deceptive schemes, often referred to as "pyramid" or "chain sales" schemes, by ensuring that product sales ultimately are made to consumers and that advancement within an organization is based on sales of the organization's products rather than investments in the organization or other non-retail sales-related criteria. The regulatory requirements concerning network marketing programs do not include "bright line" rules and are inherently fact-based and, thus, we are subject to the risk that these laws or regulations or the enforcement or interpretation of these laws and regulations by governmental agencies or courts can change. For example, while we believe we are in compliance with the permanent injunction, there is no assurance that a court or the Attorney General would agree.

The ambiguity surrounding these laws can also affect the public perception of the Company. Specifically, in late 2012, a hedge fund manager publicly raised allegations regarding the legality of our network marketing program and announced that his fund had taken a significant short position regarding our common shares, leading to intense public scrutiny and significant stock price volatility. The failure of our network marketing program to comply with current or newly adopted regulations could negatively impact our business in a particular market or in general and may adversely affect our share price.

We are also subject to the risk of private party challenges to the legality of our network marketing program. Some network marketing programs of other companies have been successfully challenged in the past, while other challenges to network marketing programs of other companies have been defeated. Adverse judicial determinations with respect to our network marketing program, or in proceedings not involving us directly but which challenge the legality of network marketing systems, in any other market in which we operate, could negatively impact our business.

A substantial portion of our business is conducted in foreign markets, exposing us to the risks of trade or foreign exchange restrictions, increased tariffs, foreign currency fluctuations, disruptions or conflicts with our third party importers and similar risks associated with foreign operations.

Approximately 82% of our net sales for the year ended December 31, 2014 were generated outside the United States, exposing our business to risks associated with foreign operations. For example, a foreign government may impose trade or foreign exchange restrictions or increased tariffs, or otherwise limit or restrict our ability to import products into a country, any of which could negatively impact our operations. We are also exposed to risks associated with foreign currency fluctuations. For instance, purchases from suppliers are generally made in U.S. dollars while sales to Members are generally made in local currencies. Accordingly, strengthening of the U.S. dollar versus a foreign currency could have a negative impact on us. Although we engage in transactions to protect against risks associated with foreign currency fluctuations, we cannot be certain any hedging activity will effectively reduce our exchange rate exposure. Additionally we may be negatively impacted by conflicts with or disruptions caused or faced by our third party importers, as well as conflicts between such importers and local governments or regulating agencies. Our operations in some markets also may be adversely affected by political, economic and social instability in foreign countries. As we continue to focus on expanding our existing international operations, these and other risks associated with international operations may increase, which could harm our financial condition and operating results.

Currency restrictions enacted by the Venezuelan government have become more restrictive and have impacted the ability of our subsidiary in Venezuela, or Herbalife Venezuela, to obtain U.S. dollars in exchange for Venezuelan Bolivars, or Bolivars, at the official foreign exchange rate. If the foreign currency restrictions in Venezuela intensify or do not improve, we may be required to deconsolidate Herbalife Venezuela for U.S. GAAP purposes and would be subject to the risk of further impairments. In addition, if foreign currency restrictions do not improve, we may have to use alternative legal exchange mechanisms or less favorable official exchange mechanisms which are significantly less favorable than the SIMADI rate which could cause the Company to incur significant foreign exchange losses. Due to the current political and economic environment in Venezuela, there is also a risk that there could be additional foreign currency devaluations. If we are unsuccessful in implementing any financially and economically viable strategies including local manufacturing, we may be required to fundamentally change our business model or suspend or cease operations in Venezuela. If any of these events were to occur, it could result in a significant negative impact on our consolidated earnings, cash and cash equivalents and present and future cash flows. See Item 2, *Management's Discussion and Analysis of Financial Condition and Results of Operations*, within this Quarterly Report on Form 10-Q, and Note 2,*Significant Accounting Policies*, to the Condensed Consolidated Financial Statements included in Item 1 of Part I of this Quarterly Report on Form 10-Q for further information on foreign currency restrictions and significant foreign exchange losses recognized in our consolidated financial statements relating to Venezuela.

Our expansion in China is subject to general, as well as industry-specific, economic, political and legal developments and risks in China and requires that we utilize a different business model from that which we use elsewhere in the world.

Our expansion of operations into China is subject to risks and uncertainties related to general economic, political and legal developments in China, among other things. The Chinese government exercises significant control over the Chinese economy, including but not limited to controlling capital investments, allocating resources, setting monetary policy, controlling foreign exchange and monitoring foreign exchange rates, implementing and overseeing tax regulations, providing preferential treatment to certain industry segments or companies and issuing necessary licenses to conduct business. Accordingly, any adverse change in the Chinese economy, the Chinese legal system or Chinese governmental, economic or other policies could have a material adverse effect on our business in China and our prospects generally.

China has published regulations governing direct selling and prohibiting pyramid promotional schemes, and a number of administrative methods and proclamations have been issued. These regulations require us to use a business model different from that which we offer in other markets. To allow us to operate under these regulations, we have created and introduced a model specifically for China. In China, we have Company-operated retail stores that can directly serve customers and preferred customers. We also have sales representatives who are permitted by the terms of our direct selling licenses to sell away from fixed retail locations in the provinces of Jiangsu, Guangdong, Shandong, Zhejiang, Guizhou, Beijing, Fujian, Sichuan, Hubei, Shanxi, Shanghai, Jiangxi, Liaoning, Jilin, Henan, Chongqing, Hebi, Shaanxi, Tianjin, Heilongjiang, Hunan, Guangxi, Hainan, Anhui and Yunnan.

We have also engaged independent service providers that meet both the requirements to operate their own business under Chinese law as well as the conditions set forth by Herbalife to sell products and provide marketing, sales and support services to Herbalife customers. These features are not common to the business model we employ elsewhere in the world, and based on the direct selling licenses we have received and the terms of those which we hope to receive in the future to conduct a direct selling enterprise in China, our business model in China will continue to incorporate some or all of these features. The direct selling regulations require us to apply for various approvals to conduct a direct selling enterprise in China. The process for obtaining the necessary licenses to conduct a direct selling business is protracted and cumbersome and involves multiple layers of Chinese governmental authorities and numerous governmental employees at each layer. While direct selling licenses are centrally issued, such licenses are generally valid only in the jurisdictions within which related approvals have been obtained. Such approvals are generally awarded on local and provincial bases, and the approval process requires involvement with multiple ministries at each level. Our participation and conduct during the approval process is guided not only by distinct Chinese practices and customs, but is also subject to applicable laws of China and the other jurisdictions in which we operate our business, including the U.S., as well as our internal code of ethics. There is always a risk that in attempting to comply with local customs and practices in China during the application process or otherwise, we will fail to comply with requirements applicable to us in China itself or in other jurisdictions, and any such failure to comply with applicable requirements could prevent us from obtaining the direct selling licenses or related local or provincial approvals. Furthermore, we rely on certain key personnel in China to assist us during the approval process, and the loss of any such key personnel could delay or hinder our ability to obtain licenses or related approvals. For all of the above reasons, there can be no assurance that we will obtain additional direct-selling licenses, or obtain related approvals to expand into any or all of the localities or provinces in China that are important to our business. Our inability to obtain, retain, or renew any or all of the licenses or related approvals that are required for us to operate in China could negatively impact our business.

Additionally, although certain regulations have been published with respect to obtaining and operating under such approvals and otherwise conducting business in China, other regulations are pending and there continues to be uncertainty regarding the interpretation and enforcement of Chinese regulations. The regulatory environment in China is evolving, and officials in the Chinese government exercise broad discretion in deciding how to interpret and apply regulations. We cannot be certain that our business model will continue to be deemed by national or local Chinese regulatory authorities to be compliant with any such regulations. The Chinese government rigorously monitors the direct selling market in China, and in the past has taken serious action against companies that the government believed were engaging in activities they regarded to be in violation of applicable law, including shutting down their businesses and imposing substantial fines. As a result, there can be no guarantee that the Chinese government's current or future interpretation and application of the existing and new regulations will not negatively impact our business in China, result in regulatory investigations or lead to fines or penalties against us or our Chinese Members.

Chinese regulations prevent persons who are not Chinese nationals from engaging in direct selling in China. We cannot guarantee that any of our Members living outside of China or any of our sales representatives or independent service providers in China have not engaged or will not engage in activities that violate our policies in this market, or that violate Chinese law or other applicable law, and therefore result in regulatory action and adverse publicity.

China has also enacted labor contract and social insurance legislation. We have reviewed our employment contracts and contractual relations with employees in China, which include certain of our employed sales personnel, and have transferred those employed sales personnel to independent service providers and have made such other changes as we believe to be necessary or appropriate to bring these contracts and contractual relations into compliance with these laws and their implementing regulations. In addition, we continue to monitor the situation to determine how these laws and regulations will be implemented in practice. There is no guarantee that these laws will not adversely impact us, cause us to change our operating plan for China or otherwise have an adverse impact on our business operations in China.

We may experience rapid growth in China, and there can be no assurances that we will be able to successfully manage rapid expansion of manufacturing operations and a rapidly growing and dynamic sales force. If we are unable to effectively manage such growth and expansion of our retail stores and manufacturing operations, our government relations may be compromised and our operations in China may be harmed.

If we fail to further penetrate existing markets, then the growth in sales of our products, along with our operating results, could be negatively impacted.

The success of our business is to a large extent contingent on our ability to further penetrate existing markets which is subject to numerous factors, many of which are out of our control. Government regulations in both our domestic and international markets can delay or prevent the introduction, or require the reformulation or withdrawal, of some of our products, which could negatively impact our business, financial condition and results of operations. Also, our ability to increase market penetration in certain countries may be limited by the finite number of persons in a given country inclined to pursue a direct selling business opportunity or consumers willing to purchase Herbalife products. Moreover, our growth will depend upon improved training and other activities that enhance Member retention in our markets. While we have recently experienced significant growth in certain of our markets, we cannot assure you that such growth levels will continue in the immediate or long term future. Furthermore, our efforts to support growth in such international markets could be hampered to the extent that our infrastructure in such markets is deficient when compared to our more developed markets, such as the U.S. Therefore, we cannot assure you that our general efforts to increase our market penetration and Member retention in existing markets will be successful. If we are unable to further penetrate existing markets, our operating results could suffer.

Our contractual obligation to sell our products only through our Herbalife Member network and to refrain from changing certain aspects of our marketing plan may limit our growth.

We are a party to an agreement with our Members that provides assurances, to the extent legally permitted, we will not sell Herbalife products worldwide through any distribution channel other than our network of independent Herbalife Members. Thus, we are contractually prohibited from expanding our business by selling Herbalife products through other distribution channels that may be available to our competitors, such as over the internet, through wholesale sales, by establishing retail stores or through mail order systems. Since this is an open-ended commitment, there can be no assurance that we will be able to take advantage of innovative new distribution channels that are developed in the future.

In addition, this agreement with our Members provides that we will not make any material changes adverse to our Members to certain aspects of our marketing plan without the approval described below. For example, our agreement with our Members provides that we may increase, but not decrease, the discount percentages available to our Members for the purchase of products or the applicable royalty override percentages, and production and other bonus percentages available to our Members at various qualification levels within our Member hierarchy. We may not modify the eligibility or qualification criteria for these discounts, royalty overrides and production and other bonuses unless we do so in a manner to make eligibility and/or qualification easier than under the applicable criteria in effect as of the date of the agreement. Our agreement with our Members further provides that we may not vary the criteria for qualification for each Member tier within our Member hierarchy, unless we do so in such a way so as to make qualification easier.

Although we reserved the right to make these changes to our marketing plan without the consent of our Members in the event that changes are required by applicable law or are necessary in our reasonable business judgment to account for specific local market or currency conditions to achieve a reasonable profit on operations, we may initiate other changes that are adverse to our Members based on an assessment of what will be best for the Company and its Members. Under the agreement with our Members, these other adverse changes would then be submitted to our Member leadership for a vote and would require the approval of at least 51% of our Members then at the level of President’s Team earning at the production bonus level of 6% who vote, provided that at least 50% of those Members entitled to vote do in fact vote. Therefore, while we believe that this agreement has strengthened our relationship with our existing Members, improved our ability to recruit new Members and generally increased the long-term stability of our business, there can be no assurance that our agreement with our Members will not restrict our ability to adapt our marketing plan to the evolving requirements of the markets in which we operate. As a result, our growth may be limited.

We depend on the integrity and reliability of our information technology infrastructure, and any related inadequacies may result in substantial interruptions to our business.

Our ability to provide products and services to our Members depends on the performance and availability of our core transactional systems. We upgraded our back office systems globally to the Oracle Enterprise Suite which is supported by a robust hardware and network infrastructure. The Oracle Enterprise Suite is a scalable and stable solution that provides a solid foundation upon which we are building our next generation Member facing Internet toolset. While we continue to invest in our information technology infrastructure, there can be no assurance that there will not be any significant interruptions to such systems or that the systems will be adequate to meet all of our future business needs.

The most important aspect of our information technology infrastructure is the system through which we record and track Member sales, volume points, royalty overrides, bonuses and other incentives. We have encountered, and may encounter in the future, errors in our software or our enterprise network, or inadequacies in the software and services supplied by our vendors, although to date none of these errors or inadequacies has had a meaningful adverse impact on our business. Any such errors or inadequacies that we may encounter in the future may result in substantial interruptions to our services and may damage our relationships with, or cause us to lose, our Members if the errors or inadequacies impair our ability to track sales and pay royalty overrides, bonuses and other incentives, which would harm our financial condition and operating results. Such errors may be expensive or difficult to correct in a timely manner, and we may have little or no control over whether any inadequacies in software or services supplied to us by third parties are corrected, if at all.

Our ability to effectively manage our network of Members, and to ship products, and track royalty and bonus payments on a timely basis, depends significantly on our information systems. The failure of our information systems to operate effectively, or a breach in security of these systems, could adversely impact the promptness and accuracy of our product distribution and transaction processing. We could be required to make significant additional expenditures to remediate any such failure, problem or breach.

Anyone who is able to circumvent our security measures could misappropriate confidential or proprietary information, including that of third parties such as our Members, cause interruption in our operations, damage our computers or otherwise damage our reputation and business. We may need to expend significant resources to protect against security breaches or to address problems caused by such breaches. Any actual security breaches could damage our reputation and expose us to a risk of loss or litigation and possible liability under various laws and regulations. In addition, employee error or malfeasance or other errors in the storage, use or transmission of any such information could result in a disclosure to third parties. If this should occur we could incur significant expenses addressing such problems. Since we collect and store Member and vendor information, including credit card information, these risks are heightened.

Since we rely on independent third parties for the manufacture and supply of certain of our products, if these third parties fail to reliably supply products to us at required levels of quality and which are manufactured in compliance with applicable laws, including the dietary supplement and OTC drug cGMPs, then our financial condition and operating results would be harmed.

A substantial portion of our products are manufactured at third party contract manufacturers. We cannot assure you that our outside contract manufacturers will continue to reliably supply products to us at the levels of quality, or the quantities, we require, and in compliance with applicable laws, including under the FDA's cGMP regulations and while efforts are being made to ensure a smooth transition we cannot assure you that the transition from our third party contract manufacturers to this new Herbalife facility will not result in possible inventory shortages. Additionally, while we are not presently aware of any current liquidity issues with our suppliers, we cannot assure you that they will not experience financial hardship as a result of the current global financial crisis.

For the portion of our product supply that is self-manufactured, we believe we have significantly lowered the product supply risk, as the risk factors of financial health, liquidity, capacity expansion, reliability and product quality are all within our control. However, a significant delay in the full operationalization of the Winston-Salem Facility, while unlikely, could hamper our ability to support the continued growth in net sales.

Our product supply contracts generally have a three-year term. Except for force majeure events such as natural disasters and other acts of God, and non-performance by Herbalife, our manufacturers generally cannot unilaterally terminate these contracts. These contracts can generally be extended by us at the end of the relevant time period and we have exercised this right in the past. Globally we have approximately 50 product suppliers. Our major suppliers include Fine Foods (Italy) for meal replacements, protein powders and nutritional supplements, Valentine Enterprises (U.S.) for meal replacements and protein powders, Nature's Bounty (U.S.) for meal replacements and nutritional supplements, and PharmaChem Labs (U.S.) for teas and *Niteworks®*. Additionally we use contract manufacturers in India, Brazil, Korea, Japan, Taiwan and Germany to support our global business. In the event any of our contract manufacturers were to become unable or unwilling to continue to provide us with products in required volumes and at suitable quality levels, we would be required to identify and obtain acceptable replacement manufacturing sources. There is no assurance that we would be able to obtain alternative manufacturing sources on a timely basis. An extended interruption in the supply of products would result in the loss of sales. In addition, any actual or perceived degradation of product quality as a result of reliance on contract manufacturers may have an adverse effect on sales or result in increased product returns and buybacks. Also, as we experience ingredient and product price pressure in the areas of fructose, plastics, and transportation reflecting global economic trends, we believe that we have the ability to mitigate some of these cost increases through improved optimization of our supply chain coupled with select increases in the retail prices of our products.

If we fail to protect our trademarks and tradenames, then our ability to compete could be negatively affected, which would harm our financial condition and operating results.

The market for our products depends to a significant extent upon the goodwill associated with our trademark and tradenames. We own, or have licenses to use, the material trademark and trade name rights used in connection with the packaging, marketing and distribution of our products in the markets where those products are sold. Therefore, trademark and trade name protection is important to our business. Although most of our trademarks are registered in the United States and in certain foreign countries in which we operate, we may not be successful in asserting trademark or trade name protection. In addition, the laws of certain foreign countries may not protect our intellectual property rights to the same extent as the laws of the United States. The loss or infringement of our trademarks or tradenames could impair the goodwill associated with our brands and harm our reputation, which would harm our financial condition and operating results.

Unlike in most of the other markets in which we operate, limited protection of intellectual property is available under Chinese law. Accordingly, we face an increased risk in China that unauthorized parties may attempt to copy or otherwise obtain or use our trademarks, copyrights, product formulations or other intellectual property. Further, because Chinese commercial law is relatively undeveloped, we may have limited legal recourse in the event we encounter significant difficulties with intellectual property theft or infringement. As a result, we cannot assure you that we will be able to adequately protect our product formulations or other intellectual property.

We permit the limited use of our trademarks by our Members to assist them in marketing our products. It is possible that doing so may increase the risk of unauthorized use or misuse of our trademarks in markets where their registration status differs from that asserted by our Members, or they may be used in association with claims or products in a manner not permitted under applicable laws and regulations. Were this to occur it is possible that this could diminish the value of these marks or otherwise impair our further use of these marks.

If our Members fail to comply with labeling laws, then our financial condition and operating results would be harmed.

Although the physical labeling of our products is not within the control of our Members, our Members must nevertheless advertise our products in compliance with the extensive regulations that exist in certain jurisdictions, such as the United States, which considers product advertising to be labeling for regulatory purposes.

Our products are sold principally as foods, dietary supplements and cosmetics and are subject to rigorous FDA and related legal regimens limiting the types of therapeutic claims that can be made for our products. The treatment or cure of disease, for example, is not a permitted claim for these products. While we train our Members and attempt to monitor our Members’ marketing materials, we cannot ensure that all such materials comply with applicable regulations, including bans on therapeutic claims. If our Members fail to comply with these restrictions, then we and our Members could be subjected to claims, financial penalties, mandatory product recalls or relabeling requirements, which could harm our financial condition and operating results. Although we expect that our responsibility for the actions of our Members in such an instance would be dependent on a determination that we either controlled or condoned a noncompliant advertising practice, there can be no assurance that we could not be held vicariously liable for the actions of our Members.

If our intellectual property is not adequate to provide us with a competitive advantage or to prevent competitors from replicating our products, or if we infringe the intellectual property rights of others, then our financial condition and operating results would be harmed.

Our future success and ability to compete depend upon our ability to timely produce innovative products and product enhancements that motivate our Members and customers, which we attempt to protect under a combination of copyright, trademark and trade secret laws, confidentiality procedures and contractual provisions. However, our products are generally not patented domestically or abroad, and the legal protections afforded by common law and contractual proprietary rights in our products provide only limited protection and may be time-consuming and expensive to enforce and/or maintain. Further, despite our efforts, we may be unable to prevent third parties from infringing upon or misappropriating our proprietary rights or from independently developing non-infringing products that are competitive with, equivalent to and/or superior to our products.

Monitoring infringement and/or misappropriation of intellectual property can be difficult and expensive, and we may not be able to detect every infringement or misappropriation of our proprietary rights. Even if we do detect infringement or misappropriation of our proprietary rights, litigation to enforce these rights could cause us to divert financial and other resources away from our business operations. Further, the laws of some foreign countries do not protect our proprietary rights to the same extent as do the laws of the United States.

Additionally, third parties may claim that products or marks that we have independently developed or which bear certain of our trademarks infringe upon their intellectual property rights and there can be no assurance that one or more of our products or marks will not be found to infringe upon third party intellectual property rights in the future.

Since one of our products constitutes a significant portion of our net sales, significant decreases in consumer demand for this product or our failure to produce a suitable replacement should we cease offering it would harm our financial condition and operating results.

For 2014, 2013 and 2012, our Formula 1 Healthy Meal, our best-selling product line, approximated 30% of our net sales. If consumer demand for this product decreases significantly or we cease offering this product without a suitable replacement, then our financial condition and operating results would be harmed.

If we lose the services of members of our senior management team, then our financial condition and operating results could be harmed.

We depend on the continued services of our Chairman and Chief Executive Officer, Michael O. Johnson, and our current senior management team as they work closely with the senior Member leadership to create an environment of inspiration, motivation and entrepreneurial business success. Although we have entered into employment agreements with certain members of our senior management team, and do not believe that any of them are planning to leave or retire in the near term, we cannot assure you that our senior managers will remain with us. The loss or departure of any member of our senior management team could adversely impact our Member relations and operating results. If any of these executives do not remain with us, our business could suffer. Also, the loss of key personnel, including our regional and country managers, could negatively impact our ability to implement our business strategy, and our continued success will also be dependent on our ability to retain existing, and attract additional, qualified personnel to meet our needs. We currently do not maintain “key person” life insurance with respect to our senior management team.

The covenants in our existing indebtedness limit our discretion with respect to certain business matters, which could limit our ability to pursue certain strategic objectives and in turn harm our financial condition and operating results.

Our credit facility contains financial and operating covenants that restrict our and our subsidiaries’ ability to, among other things:

- pay dividends, redeem share capital or capital stock and make other restricted payments and investments;
- incur or guarantee additional debt;
- impose dividend or other distribution restrictions on our subsidiaries; and
- create liens on our and our subsidiaries’ assets.

In addition, our credit facility requires us to meet certain financial ratios and financial conditions. Our ability to comply with these covenants may be affected by events beyond our control, including prevailing economic, financial and industry conditions. Failure to comply with these covenants could result in a default causing all amounts to become due and payable under our credit facility, which is secured by substantially all of our domestic assets, against which the lenders thereunder could proceed to foreclose.

We may use from time to time a certain amount of cash in order to satisfy the obligations relating to our convertible notes. The maturity or conversion of any of our convertible notes may adversely affect our financial condition and operating results, which could adversely affect the amount or timing of future potential share repurchases or the payment of dividends to our shareholders.

In February 2014, we issued convertible notes due on August 15, 2019, or the Convertible Notes, in the aggregate principal amount of $1.15 billion. At maturity, we will have to pay the holders of the Convertible Notes the full aggregate principal amount of the Convertible Notes then outstanding.

Holders of our Convertible Notes may convert their notes at their option under the following circumstances: (i) during any calendar quarter commencing after the calendar quarter ending March 31, 2014, if the last reported sale price of our common shares for at least 20 trading days (whether or not consecutive) in a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter exceeds 130% of the conversion price for the Convertible Notes on each applicable trading day; (ii) during the five business-day period immediately after any five consecutive trading day period, or the measurement period, in which the trading price per $1,000 principal amount of Convertible Notes for each trading day of that measurement period was less than 98% of the product of the last reported sale price of our common shares and the conversion rate for the Convertible Notes for each such day; or (iii) upon the occurrence of specified corporate events. On and after May 15, 2019, holders may convert their Convertible Notes at any time, regardless of the foregoing circumstances. The Convertible Notes are net-share settled. If one or more holders elect to convert their Convertible Notes when conversion is permitted, we could be required to make cash payments equal to the par amount of each Convertible Note, which could adversely affect our liquidity. In addition, even if holders do not elect to convert their Convertible Notes, because our Convertible Notes are net-share settled, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of our Convertible Notes as a current rather than long-term liability, which could result in a material reduction of our net working capital. The requirement to pay cash upon conversion of the Convertible Notes or any adverse accounting treatment of the Convertible Notes may adversely affect our financial condition and operating results, each of which could in turn adversely impact the amount or timing of future potential share repurchases or the payment of dividends to our shareholders.

The conversion of any of the Convertible Notes into common shares could have a dilutive effect that could cause our share price to go down.

The Convertible Notes, until May 15, 2019, are convertible into common shares only if specified conditions are met and thereafter convertible at any time, at the option of the holder. We have reserved common shares for issuance upon conversion of the Convertible Notes. Upon conversion, the principal amount is due in cash, and to the extent that the conversion value exceeds the principal amount, the difference is due in common shares. While we have entered into capped call transactions to effectively increase the conversion of the Convertible Notes and lessen the risk of dilution to shareholders upon conversion, if the market price of our common shares, as measured under the terms of the capped call transactions, exceeds the cap price of the capped call transactions, the number of our common shares we receive upon exercise of the capped call transactions will be capped. In that case, there would be dilution in respect of our common shares, because the number of our common shares or amounts of cash that we would owe upon conversion of the Convertible Notes in excess of the principal amount of converted Convertible Notes would exceed the number of common shares that we would be entitled to receive upon exercise of the capped call transactions, which would cause a dilutive effect that could cause our share price to go down. If any or all of the Convertible Notes are converted into common shares, our existing shareholders will experience immediate dilution of voting rights and our common share price may decline. Furthermore, the perception that such dilution could occur may cause the market price of our common shares to decline.

The conversion rate for the Convertible Notes as of February 7, 2014, the date of issuance thereof, was 11.5908 common shares per $1,000 principal amount or a conversion price of approximately $86.28 per common share. Because the conversion rate of the Convertible Notes adjusts upward upon the occurrence of certain events, such as a dividend payment, our existing shareholders may experience more dilution if any or all of the Convertible Notes are converted into common shares after the adjusted conversion rates became effective.

If we do not comply with transfer pricing, customs duties, VAT, and similar regulations, then we may be subjected to additional taxes, duties, interest and penalties in material amounts, which could harm our financial condition and operating results.

As a multinational corporation, operating in many countries including the United States, we are subject to transfer pricing and other tax regulations designed to ensure that our intercompany transactions are consummated at prices that have not been manipulated to produce a desired tax result, that appropriate levels of income are reported as earned by our United States or local entities, and that we are taxed appropriately on such transactions. In addition, our operations are subject to regulations designed to ensure that appropriate levels of customs duties are assessed on the importation of our products. We are currently subject to pending or proposed audits that are at various levels of review, assessment or appeal in a number of jurisdictions involving transfer pricing issues, income taxes, customs duties, value added taxes, withholding taxes, sales and use and other taxes and related interest and penalties in material amounts. In some circumstances, additional taxes, interest and penalties have been assessed and we will be required to pay the assessments or post surety, in order to challenge the assessments.

The imposition of new taxes, even pass-through taxes such as VAT, could have an impact on our perceived product pricing and will likely require that we increase prices in certain jurisdictions and therefore could have a potential negative impact on our business and results of operations. We have reserved in the consolidated financial statements an amount that we believe represents the most likely outcome of the resolution of these disputes, but if we are incorrect in our assessment we may have to pay the full amount asserted which could potentially be material. Ultimate resolution of these matters may take several years, and the outcome is uncertain. If the United States Internal Revenue Service or the taxing authorities of any other jurisdiction were to successfully challenge our transfer pricing practices or our positions regarding the payment of income taxes, customs duties, value added taxes, withholding taxes, sales and use, and other taxes, we could become subject to higher taxes, we may determine it is necessary to raise prices in certain jurisdictions accordingly and our revenue and earnings and our results of operations could be adversely affected.

See Note 5, *Contingencies*, to the Condensed Consolidated Financial Statements included in Item 1 of Part I of this Quarterly Report on Form 10-Q for further information on contingencies relating to VAT and other related matters.

We could become a "controlled foreign corporation" for U.S. federal income tax purposes.

We believe that we are currently not a "controlled foreign corporation" for U.S. federal income tax purposes. However, this conclusion depends upon whether United States persons or entities who own 10% or more of the total combined voting power (10% shareholders") own in the aggregate more than 50% of (i) the total combined voting power, or (ii) the total value of all our stock. In determining voting power, in addition to voting stock any special voting rights to appoint directors, whether by law, agreement or other arrangement, may also be taken into account. For purposes of applying the voting and value tests, certain constructive ownership rules apply, which attribute ownership among certain family members and certain entities and their owners. These rules may also attribute ownership of our stock to a person or entity that is entitled to acquire our stock pursuant to an option, such as the holders of our Convertible Notes. These constructive ownership rules are very complex and their application to specific circumstances is subject to uncertainty.

If we were to be or become a "controlled foreign corporation," our 10% shareholders would be subject to special tax treatment. Any shareholders who contemplate owning 10% or more of our outstanding shares (taking into account the impact of any share repurchases we may undertake pursuant to share repurchase programs) are urged to consult with their tax advisors with respect to the special rules applicable to 10% shareholders of controlled foreign corporations.

Changes in tax laws, treaties or regulations, or their interpretation could adversely affect us.

A change in applicable tax laws, treaties or regulations or their interpretation could result in a higher effective tax rate on our worldwide earnings and such change could be significant to our financial results. Tax legislative proposals intending to eliminate some perceived tax advantages of companies that have legal domiciles outside the U.S. but have certain U.S. connections have repeatedly been introduced in the U.S. Congress. If these proposals are enacted, the result would increase our effective tax rate and could have a material adverse effect on the Company's financial condition and results of operations.

We may be held responsible for certain taxes or assessments relating to the activities of our Members, which could harm our financial condition and operating results.

Our Members are subject to taxation, and in some instances, legislation or governmental agencies impose an obligation on us to collect taxes, such as value added taxes and social contributions, and to maintain appropriate records. In addition, we are subject to the risk in some jurisdictions of being responsible for social security, withholding or other taxes with respect to payments to our Members. For example, as described further in Note 5, *Contingencies*, in Brazil the Company received tax assessments from the authorities for withholding taxes, social contributions, and related items in connection with payments made to Members in prior periods. In addition, in the event that local laws and regulations or the interpretation of local laws and regulations change to require us to treat our Members as employees, or that our Members are deemed by local regulatory authorities in one or more of the jurisdictions in which we operate to be our employees rather than independent contractors under existing laws and interpretations, we may be held responsible for social contributions, withholding and related taxes in those jurisdictions, plus any related assessments and penalties, which could harm our financial condition and operating results.

We may incur material product liability claims, which could increase our costs and harm our financial condition and operating results.

Our ingestible products include vitamins, minerals and botanicals and other ingredients and are classified as foods or dietary supplements and are not subject to pre-market regulatory approval in the United States. Our products could contain contaminated substances, and some of our products contain some ingredients that do not have long histories of human consumption. We rely upon published and unpublished safety information including clinical studies on ingredients used in our products and conduct limited clinical studies on some key products but not all products. Previously unknown adverse reactions resulting from human consumption of these ingredients could occur. As a marketer of dietary and nutritional supplements and other products that are ingested by consumers or applied to their bodies, we have been, and may again be, subjected to various product liability claims, including that the products contain contaminants, the products include inadequate instructions as to their uses, or the products include inadequate warnings concerning side effects and interactions with other substances. It is possible that widespread product liability claims could increase our costs, and adversely affect our revenues and operating income. Moreover, liability claims arising from a serious adverse event may increase our costs through higher insurance premiums and deductibles, and may make it more difficult to secure adequate insurance coverage in the future. In addition, our product liability insurance may fail to cover future product liability claims, thereby requiring us to pay substantial monetary damages and adversely affecting our business. Finally, given the higher level of self-insured retentions that we have accepted under our current product liability insurance policies, which are as high as approximately $15 million, in certain cases we may be subject to the full amount of liability associated with any injuries, which could be substantial.

Several years ago, a number of states restricted the sale of dietary supplements containing botanical sources of ephedrine alkaloids and on February 6, 2004, the FDA banned the use of such ephedrine alkaloids. Until late 2002, we had sold *Thermojetics®* original green herbal tablets, *Thermojetics®* green herbal tablets and *Thermojetics®* gold herbal tablets, all of which contained ephedrine alkaloids. Accordingly, we run the risk of product liability claims related to the ingestion of ephedrine alkaloids contained in those products. We have been in the past, and may be in the future, named as a defendant in product liability lawsuits seeking to link the ingestion of certain of the aforementioned products to subsequent alleged medical problems suffered by plaintiffs. There can be no assurance that we will prevail if we are named as a defendant in the future to product liability lawsuits related to the ingestion of ephedrine alkaloids contained in those products.

Holders of our common shares may face difficulties in protecting their interests because we are incorporated under Cayman Islands law.

Our corporate affairs are governed by our amended and restated memorandum and articles of association, by the Companies Law (2013 Revision) (the "Companies Law"), and the common law of the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are not as clearly established as under statutes or judicial precedent in existence in jurisdictions in the United States. Therefore, shareholders may have more difficulty in protecting their interests in the face of actions by our management or board of directors than would shareholders of a corporation incorporated in a jurisdiction in the United States due to the comparatively less developed nature of Cayman Islands law in this area.

Shareholders of Cayman Islands exempted companies such as Herbalife have no general rights under Cayman Islands law to inspect corporate records and accounts or to obtain copies of lists of our shareholders. Our directors have discretion under our articles of association to determine whether or not, and under what conditions, our corporate records may be inspected by our shareholders, but are not obliged to make them available to our shareholders. This may make it more difficult for you to obtain the information needed to establish any facts necessary for a shareholder motion or to solicit proxies from other shareholders in connection with a proxy contest.

A shareholder can bring a suit personally where its individual rights have been, or are about to be, infringed. Where an action is brought to redress any loss or damage suffered by us, we would be the proper plaintiff, and a shareholder could not ordinarily maintain an action on our behalf, except where it was permitted by the courts of the Cayman Islands to proceed with a derivative action. Our Cayman Islands counsel, Maples and Calder, is not aware of any reported decisions in relation to a derivative action brought in a Cayman Islands court.

Provisions of our articles of association and Cayman Islands corporate law may impede a takeover or make it more difficult for shareholders to change the direction or management of the Company, which could reduce shareholders' opportunity to influence management of the Company.

Our articles of association permit our board of directors to issue preference shares from time to time, with such rights and preferences as they consider appropriate. Our board of directors could authorize the issuance of preference shares with terms and conditions and under circumstances that could have an effect of discouraging a takeover or other transaction.

In addition, our articles of association contain certain other provisions which could have an effect of discouraging a takeover or other transaction or preventing or making it more difficult for shareholders to change the direction or management of our Company, including the inability of shareholders to act by written consent, a limitation on the ability of shareholders to call special meetings of shareholders and advance notice provisions. As a result, our shareholders may have less input into the management of our Company than they might otherwise have if these provisions were not included in our articles of association.

The Cayman Islands have provisions under the Companies Law to facilitate mergers and consolidations between Cayman Islands companies and non-Cayman Islands companies. These provisions, contained within Part XVI of the Companies Law, are broadly similar to the merger provisions as provided for under Delaware Law.

There are however a number of important differences that could impede a takeover. First, the threshold for approval of the merger plan by shareholders is higher. The threshold is a special resolution of the shareholders (being 66 2/3% of those present in person or by proxy and voting) together with such other authorization, if any, as may be specified in the articles of association.

Additionally, the consent of each holder of a fixed or floating security interest (in essence a documented security interest as opposed to one arising by operation of law) is required to be obtained unless the Grand Court of the Cayman Islands waives such requirement.

The merger provisions contained within Part XVI of the Companies Law do contain shareholder appraisal rights similar to those provided for under Delaware law. Such rights are limited to a merger under Part XVI and do not apply to schemes of arrangement as discussed below.

The Companies Law also contains separate statutory provisions that provide for the merger, reconstruction and amalgamation of companies. These are commonly referred to in the Cayman Islands as “schemes of arrangement.”

The procedural and legal requirements necessary to consummate these transactions are more rigorous and take longer to complete than the procedures typically required to consummate a merger in the United States. Under Cayman Islands law and practice, a scheme of arrangement in relation to a solvent Cayman Islands company must be approved at a shareholders’ meeting by a majority of each class of the company’s shareholders who are present and voting (either in person or by proxy) at such meeting. The shares voted in favor of the scheme of arrangement must also represent at least 75% of the value of each relevant class of the company’s shareholders present and voting at the meeting. The convening of these meetings and the terms of the amalgamation must also be sanctioned by the Grand Court of the Cayman Islands. Although there is no requirement to seek the consent of the creditors of the parties involved in the scheme of arrangement, the Grand Court typically seeks to ensure that the creditors have consented to the transfer of their liabilities to the surviving entity or that the scheme of arrangement does not otherwise materially adversely affect creditors’ interests. Furthermore, the court will only approve a scheme of arrangement if it is satisfied that:

- the statutory provisions as to majority vote have been complied with;
- the shareholders who voted at the meeting in question fairly represent the relevant class of shareholders to which they belong;
- the scheme of arrangement is such as a businessman would reasonably approve; and
- the scheme of arrangement is not one that would more properly be sanctioned under some other provision of the Companies Law.

If the scheme of arrangement is approved, the dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of U.S. corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

In addition, if an offer by a third party to purchase shares in us has been approved by the holders of at least 90% of our outstanding shares (not including such a third party) pursuant to an offer within a four-month period of making such an offer, the purchaser may, during the two months following expiration of the four-month period, require the holders of the remaining shares to transfer their shares on the same terms on which the purchaser acquired the first 90% of our outstanding shares. An objection can be made to the Grand Court of the Cayman Islands, but this is unlikely to succeed unless there is evidence of fraud, bad faith, collusion or inequitable treatment of the shareholders.

There is uncertainty as to shareholders' ability to enforce certain foreign civil liabilities in the Cayman Islands.

We are incorporated as an exempted company with limited liability under the laws of the Cayman Islands. A material portion of our assets are located outside of the United States. As a result, it may be difficult for our shareholders to enforce judgments against us or judgments obtained in U.S. courts predicated upon the civil liability provisions of the federal securities laws of the United States or any state of the United States.

We have been advised by our Cayman Islands counsel, Maples and Calder, that although there is no statutory enforcement in the Cayman Islands of judgments obtained in the United States, the courts of the Cayman Islands will — based on the principle that a judgment by a competent foreign court imposes upon the judgment debtor an obligation to pay the sum for which judgment has been given — recognize and enforce a foreign judgment of a court of competent jurisdiction if such judgment is final, for a liquidated sum, not in respect of taxes or a fine or penalty, is not inconsistent with a Cayman Islands judgment in respect of the same matters, and was not obtained in a manner, and is not of a kind, the enforcement of which is contrary to natural justice or the public policy of the Cayman Islands. There is doubt, however, as to whether the Grand Court of the Cayman Islands will (1) recognize or enforce judgments of U.S. courts predicated upon the civil liability provisions of the federal securities laws of the United States or any state of the United States, or (2) in original actions brought in the Cayman Islands, impose liabilities predicated upon the civil liability provisions of the federal securities laws of the United States or any state of the United States, on the grounds that such provisions are penal in nature.

The Grand Court of the Cayman Islands may stay proceedings if concurrent proceedings are being brought elsewhere.

Our stock price may be adversely affected by third parties who raise allegations about our Company.

Short sellers and others who raise allegations regarding the legality of our business activities, some of whom are positioned to profit if our stock declines, can negatively affect our stock price. In late 2012, a hedge fund manager publicly raised allegations regarding the legality of our network marketing program and announced that his fund had taken a significant short position regarding our common shares, leading to intense public scrutiny and significant stock price volatility. Following this public announcement in December 2012, our stock price dropped significantly. This hedge fund manager continues to make allegations regarding the legality of our network marketing program, our product safety, our accounting practices and other matters. Additionally, from time to time the Company is subject to governmental and regulatory inquiries and inquiries from legislators that may adversely affect our stock price. Our stock price has continued to exhibit heightened volatility and the short interest in our common shares continues to remain high. Short sellers expect to make a profit if our common shares decline in value, and their actions and their public statements may cause further volatility in our share price. While a number of traders have publicly announced that they have taken long positions contrary to the hedge fund shorting our shares, the existence of such a significant short interest position and the related publicity may lead to continued volatility. The volatility of our stock may cause the value of a shareholder's investment to decline rapidly.

Item 2. *Unregistered Sales of Equity Securities and Use of Proceeds*

(a) None.

(b) None.

(c) During the three and six months ended June 30, 2015, we did not repurchase any of our common shares through open market purchases. As of June 30, 2015, the remaining authorized capacity under our share repurchase program was $232.9 million inclusive of reductions for the Forward Transactions. The Company's share repurchase program will expire on June 30, 2017.

Item 3. *Defaults Upon Senior Securities*

None.

Item 4. *Mine Safety Disclosures*

Not applicable.

Item 5. *Other Information*

(a) None

(b) None.

Item 6. ***Exhibits***

(a) Exhibit Index:

EXHIBIT INDEX

Exhibit Number	Description	Reference
3.1	Form of Amended and Restated Memorandum and Articles of Association of Herbalife Ltd.	(o)
4.1	Form of Share Certificate	(c)
4.2	Indenture between Herbalife Ltd. and Union Bank, N.A., as trustee, dated February 7, 2014, governing the 2.00% Convertible Senior Notes due 2019	(k)
4.3	Form of Global Note for 2.00% Convertible Senior Note due 2019 (included as Exhibit A to Exhibit 4.2 hereto)	(k)
10.1#	Herbalife International of America, Inc.'s Senior Executive Deferred Compensation Plan, effective January 1, 1996, as amended	(a)
10.2#	Herbalife International of America, Inc.'s Management Deferred Compensation Plan, effective January 1, 1996, as amended	(a)
10.3#	Herbalife International Inc. 401K Profit Sharing Plan and Trust, as amended	(a)
10.4	Notice to Distributors regarding Amendment to Agreements of Distributorship, dated as of July 18, 2002 between Herbalife International, Inc. and each Herbalife Distributor	(a)
10.5#	Side Letter Agreement dated as of April 3, 2003 by and among WH Holdings (Cayman Islands) Ltd., Michael O. Johnson and the Shareholders listed therein	(a)
10.6	Form of Indemnification Agreement between Herbalife Ltd. and the directors and certain officers of Herbalife Ltd.	(b)
10.7#	Amended and Restated Herbalife Ltd. 2005 Stock Incentive Plan	(o)
10.8#	Form of Herbalife Ltd. 2005 Stock Incentive Plan Stock Unit Award Agreement	(f)
10.9 #	Form of Herbalife Ltd. 2005 Stock Incentive Plan Stock Appreciation Right Award Agreement	(f)
10.10#	Form of Herbalife Ltd. 2005 Stock Incentive Plan Stock Appreciation Right Award Agreement applicable to Michael O. Johnson	(f)
10.11#	Form of Herbalife Ltd. 2005 Stock Incentive Plan Stock Appreciation Right Award Agreement applicable to Richard P. Goudis	(f)
10.12#	Form of Herbalife Ltd. 2005 Stock Incentive Plan Stock Appreciation Right Award Agreement applicable to Michael O. Johnson	(h)
10.13#	Form of Herbalife Ltd. 2005 Stock Incentive Plan Stock Appreciation Right Award Agreement applicable to Richard Goudis	(h)
10.14#	Form of Herbalife Ltd. 2005 Stock Incentive Plan Stock Unit Award Agreement	(h)
10.15#	Form of Herbalife Ltd. 2005 Stock Incentive Plan Stock Appreciation Right Award Agreement	(h)
10.16#	Herbalife Ltd. Employee Stock Purchase Plan	(i)
10.17#	Employment Agreement dated as of March 27, 2008 between Michael O. Johnson and Herbalife International of America, Inc.	(i)
10.18#	Stock Appreciation Right Award Agreement by and between Herbalife Ltd. and Michael O. Johnson, dated March 27, 2008	(i)
10.19#	Stock Appreciation Right Award Agreement by and between Herbalife Ltd. and Michael O. Johnson, dated March 27, 2008	(i)
10.20#	Amendment to Herbalife International Inc. 401K Profit Sharing Plan and Trust	(n)

Exhibit Number	Description	Reference
10.21#	Form of Independent Directors Stock Appreciation Right Award Agreement	(o)
10.22#	Herbalife Ltd. Amended and Restated Independent Directors Deferred Compensation and Stock Unit Plan	(o)
10.23#	Amended and Restated Employment Agreement by and between Richard P. Goudis and Herbalife International of America, Inc., dated as of January 1, 2010	*
10.24#	First Amendment to the Amended and Restated Employment Agreement by and between Richard P. Goudis and Herbalife International of America, Inc., dated as of December 28, 2010	(d)
10.25#	Amended and Restated Non-Management Directors Compensation Plan	*
10.26#	Form of Herbalife Ltd. 2005 Stock Incentive Plan Non-Employee Directors Stock Appreciation Right Award Agreement	*
10.27#	Severance Agreement by and between John DeSimone and Herbalife International of America, Inc., dated as of February 23, 2011	(e)
10.28#	Amended and Restated Severance Agreement, dated as of February 23, 2011, by and between Desmond Walsh and Herbalife International of America, Inc.	(e)
10.29	Credit Agreement, dated as of March 9, 2011, by and among Herbalife International, Inc. (“HII”), Herbalife Ltd., Herbalife International Luxembourg S.a.R.L., certain subsidiaries of HII as guarantors, the lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer	(f)
10.30	First Amendment, dated July 26, 2012, to Credit Agreement, dated as of March 9, 2011, by and among Herbalife International, Inc. (“HII”), Herbalife Ltd., Herbalife International Luxembourg S.a.R.L., certain subsidiaries of HII as guarantors, the lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer	(h)
10.31#	Amendment to Amended and Restated Herbalife Ltd. 2005 Stock Incentive Plan	(g)
10.32	Second Amendment, dated February 3, 2014, to Credit Agreement, dated as of March 9, 2011, by and among Herbalife International, Inc. (“HII”), Herbalife Ltd., Herbalife International Luxembourg S.a.R.L., certain subsidiaries of HII as guarantors, the lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer	(j)
10.33	Form of Forward Share Repurchase Confirmation	(k)
10.34	Form of Base Capped Call Confirmation	(k)
10.35	Form of Additional Capped Call Confirmation	(k)
10.36#	Form of Herbalife Ltd. 2005 Stock Incentive Plan Performance Condition Stock Appreciation Right Award Agreement	(k)
10.37	Amended and Restated Support Agreement, dated March 23, 2014, by and among Herbalife Ltd., Carl C. Icahn, Icahn Partners Master Fund LP, Icahn Offshore LP, Icahn Partners LP, Icahn Onshore LP, Beckton Corp., Hopper Investments LLC, Barberry Corp., High River Limited Partnership, Icahn Capital LP, IPH GP LLC, Icahn Enterprises Holdings LP, and Icahn Enterprises GP Inc.	(l)
10.38#	Herbalife Ltd. 2014 Stock Incentive Plan.	(m)
10.39	Confirmation between Merrill Lynch International and Herbalife Ltd., dated May 6, 2014	(n)
10.40	Third Amendment to Credit Agreement dated as of May 4, 2015, among Herbalife Ltd., Herbalife International, Inc., Herbalife International Luxembourg S.a.R.L., the guarantors part thereto, the lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer.	(o)
31.1	Rule 13a-14(a) Certification of Chief Executive Officer	*
31.2	Rule 13a-14(a) Certification of Chief Financial Officer	*
32.1	Section 1350 Certification of Chief Executive Officer and Chief Financial Officer	*
101.INS	XBRL Instance Document	*

Exhibit Number	Description	Reference
101.SCH	XBRL Taxonomy Extension Schema Document	*
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	*
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	*
101.LAB	XBRL Taxonomy Extension Label Linkbase Document	*
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document	*

* Filed herewith.
\# Management contract or compensatory plan or arrangement.
(a) Previously filed on October 1, 2004 as an Exhibit to the Company’s registration statement on Form S-1 (File No. 333-119485) and is incorporated herein by reference.
(b) Previously filed on December 2, 2004 as an Exhibit to Amendment No. 4 to the Company’s registration statement on Form S-1 (File No. 333-119485) and is incorporated herein by reference.
(c) Previously filed on December 14, 2004 as an Exhibit to Amendment No. 5 to the Company’s registration statement on Form S-1 (File No. 333-119485) and is incorporated herein by reference.
(d) Previously filed on December 29, 2010 as an Exhibit to the Company’s Current Report on Form 8-K and is incorporated herein by reference.
(e) Previously filed on March 1, 2011 as an Exhibit to the Company’s Current Report on Form 8-K and is incorporated herein by reference.
(f) Previously filed on May 2, 2011 as an Exhibit to the Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 and is incorporated by reference.
(g) Previously filed on April 29, 2011 as an Exhibit to the Company’s Current Report on Form 8-K and is incorporated herein by reference.
(h) Previously filed on July 30, 2012 as an Exhibit to the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2012 and is incorporated herein by reference.
(i) Previously filed on April 29, 2013 as an Exhibit to the Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 and is incorporated herein by reference.
(j) Previously filed on February 7, 2014 as an Exhibit to the Company’s Current Report on Form 8-K, and is incorporated herein by reference.
(k) Previously filed on February 18, 2014 as an Exhibit to the Company’s Annual Report on Form 10-K for the year ended December 31, 2013 and is incorporated by reference.
(l) Previously filed on March 24, 2014 as an Exhibit to the Company’s Current Report on Form 8-K, and is incorporated herein by reference.
(m) Previously filed on May 8, 2014 as an Exhibit to the Company’s registration statement on Form S-8 (File No. 333-195798) and is incorporated herein by reference.
(n) Previously filed on July 28, 2014 as an Exhibit to the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2014 and is incorporated herein by reference.
(o) Previously filed on May 5, 2015 as an Exhibit to the Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2015 and is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

HERBALIFE LTD.

By: /s/ JOHN G. DESIMONE
John G. DeSimone
Chief Financial Officer

Dated: August 5, 2015

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("Agreement"), dated as of January 1, 2010 is made and entered into by RICHARD P. GOUDIS ("Executive") and HERBALIFE INTERNATIONAL OF AMERICA, INC., a California corporation ("Company"). The parties to this Agreement agree as follows:

1. Employment At-Will . The Company and Executive acknowledge and agree that each can terminate the employment relationship at any time upon written notice to the other, with or without prior notice, for any reason or for no reason. Executive has received no promise of continued employment or employment for any specific period of time, and no employee of the Company, including without limitation the Company's officers, has the authority to alter the at-will nature of the employment relationship except in a written employment contract signed by an authorized Company executive and by Executive.

2. Duties . Executive shall serve in the Los Angeles, California area as Chief Operating Officer of the Company, with all of the authority, duties, and responsibilities commensurate with such position. Executive shall report only to the Chief Executive Officer or Chairman of the Company. Executive's service on any outside board of directors, including any non-profit board, shall be subject to joint approval by the Chief Executive Officer and the Company's Board of Directors (the "Board"); provided, however, the board set forth in Schedule A attached hereto is deemed approved.

3. Compensation and Related Matters .

(a) Salary . Executive shall receive a salary (the "Salary") at the per annum rate of Six Hundred Twenty Five Thousand Dollars ($625,000), payable in accordance with the Company's payroll practices. Executive's Salary shall be subject to an annual review and adjustment in the discretion of the Chief Executive Officer, subject to approval by the Board's Compensation Committee. Executive's Salary shall be subject to a reduction of not more than ten percent in the event that the Company adopts an across-the-board reduction for the Company's most senior executives.

(b) Employee Benefits . Executive and Executive's qualified dependents shall be entitled to participate in or receive benefits under benefit plans and arrangements made available by the Company generally to its most senior executives, including, without limitation, those relating to group medical, dental, vision, long-term disability, D&O, accidental death and dismemberment, and life insurance, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and subject to the Company's right to modify, amend or terminate any such plan or arrangement with or without prior notice. Executive shall be eligible to participate in the Company's 401K program and the Company's Deferred Compensation program, if any. Executive shall be entitled to reimbursement of reasonable business expenses in accordance with the Company's practices and procedures; provided, however, that in no event shall any such reimbursements be paid later than the end of the calendar year following the year in which the expense was incurred. Executive shall be entitled to paid vacation in accordance with Company policy.

(c) Bonus . Executive shall have the opportunity to receive an annual bonus on such terms and conditions as may be determined from time to time by the Compensation Committee of the Board, provided that Executive's annual target bonus opportunity (the "Target Bonus") shall be no less than eighty percent of Executive's Salary, with a maximum bonus opportunity of no more than two times the Target Bonus. Any bonus will be paid in the calendar year following the calendar year to which such bonus relates at such time bonuses are paid to the Company's senior executives generally.

(d) Long-Term Incentives . Executive shall be eligible to participate in the Company's long-term incentive plan for its senior executives, if any. The size, form, and timing of grants, if any, shall be consistent with competitive practice, internal position responsibilities, and subject to the joint approval of the Chief Executive Officer and the Board's Compensation Committee.

4. Severance .

(a) Although nothing in this Section 4 shall be construed to alter the at-will nature of employment as set forth in Section 1 above, if Executive is terminated by the Company without Cause or resigns for Good Reason, Executive will be paid a lump sum amount equal to two times Executive's then-current annual salary (the "Salary Severance"), in addition to all other accrued entitlements such as unpaid salary and accrued vacation, if any. If Executive is terminated by the Company without Cause or resigns for Good Reason, the Company will also provide Executive with outplacement services for up to six months by a provider selected and paid for by the Company in an amount not to exceed $20,000; Executive shall not be entitled to cash in lieu of outplacement services. If Executive is terminated by the Company without Cause, resigns for Good Reason, retires, dies, or resigns as a result of a disability, Executive will be entitled to receive a pro rata bonus payment (based on the actual performance of the Company over the entire year), at such time bonuses are paid to the Company's senior executives generally, based on the number of months worked in the applicable fiscal year of the Company (the "Bonus Severance"). Executive will have no duty to mitigate. As a precondition to the Company's obligation to pay Executive severance of two years of salary and a pro rata bonus, Executive agrees to execute and deliver to the Company a fully effective general release in the form attached to this Agreement as Attachment A within 30 days following the date Executive's employment with the Company terminates. Company shall pay Executive the Salary Severance on the date which is the later of ten days after the date on which it receives the signed release (so long as such release has become effective and irrevocable in accordance with its terms), subject to Section 21, and the Company shall pay the Bonus Severance on the date which is the later of ten days after the date on which it receives the signed release (so long as such release has become effective and irrevocable in accordance with its terms) or the date on which Company pays bonuses to Company's senior executives generally for the applicable year (such date to be in the calendar year following the year in which the separation from service occurs), subject to Section 21. Executive understands and agrees that Executive shall not be entitled to any other severance benefit not set forth in this Section 4, and accordingly Executive expressly acknowledges that the Company will not be obligated to make 401(k) contributions following the termination of Executive's employment.

(b) In the event that Executive is qualified for and elects COBRA coverage under the Company's health plans after a termination without Cause or a resignation for Good Reason, the Company will continue to pay its share of the cost of premiums under such plans until Executive is reemployed, or for a period of two years, whichever occurs first, payable in accordance with the Company's normal benefit practices. Upon a termination for Cause and upon a resignation without Good Reason (other than due to death, disability or retirement), except as set forth in Section 4(a) above and/or one or more separate written agreements between Company and Executive, all unearned compensation, benefits and unvested options shall be forfeited.

(c) Notwithstanding the terms of any stock incentive plan of the Company or stock option or stock appreciation right agreement to which Executive is a party, if Executive is terminated by the Company without Cause or resigns for Good Reason, and on the effective date of such termination Executive is subject to a "trading blackout" or "quiet period" with respect to the Company's common shares or if the Company determines, upon the advice of legal counsel, that on the effective date of such termination Executive may not to trade in the Company's common shares due to Executive's possession of material non-public information, in each case, which restriction or prohibition continues for a period of at least twenty consecutive calendar days, the Company hereby agrees that Executive shall be permitted to pay the exercise price and/or any tax withholding obligation payable in connection with the exercise of any of Executive's then outstanding and exercisable Company stock options and/or stock appreciation rights by either tendering common shares of the Company then owned by Executive and/or instructing the Company to withhold from the common shares otherwise issuable upon exercise such stock options and/or stock appreciation rights a number of common shares having a fair market value on the date of exercise equal to the exercise price and/or tax withholding obligation.

(d) For purposes of this Agreement, the Company shall have "Cause" to terminate Executive's services in the event of any of the following acts or circumstances: (i) Executive's conviction of a felony or entering a plea of guilty or nolo contendere to any crime constituting a felony (other than a traffic violation or by reason of vicarious liability); (ii) Executive's substantial and repeated failure to attempt to perform Executive's lawful duties as contemplated in Section 2 of this Agreement, except during periods of physical or mental incapacity; (iii) Executive's gross negligence or willful misconduct with respect to any material aspect of the business of the Company or any of its affiliates, which gross negligence or willful misconduct has a material and demonstrable adverse effect on the Company; (iv) Executive's material violation of a Company policy resulting in a material and demonstrable adverse effect to the Company or an affiliate, including but not limited to a violation of the Company's Code of Business Conduct and Ethics; or (v) any material breach of this Agreement or any material breach of any other written agreement between Executive and the Company's affiliates governing Executive's equity compensation arrangements (i.e., any agreement with respect to Executive's stock, stock appreciation right and/or stock options of any of the Company's affiliates); provided, however, that Executive shall not be deemed to have been terminated for Cause in the case of clause (ii), (iii), (iv) or (v) above, unless any such breach is not fully corrected prior to the expiration of the thirty (30) calendar day period following delivery to Executive of the Company's written notice of its intention to terminate his employment for Cause describing the basis therefore in reasonable detail.

(e) Executive will be deemed to have a "Good Reason" if Executive terminates his employment because of (i) a material diminution of Executive's duties as Chief Operating Officer, (ii) the failure by any successor of the Company to assume in writing the Company's obligations under this Agreement, (iii) the breach by the Company in any respect of any of its obligations under this Agreement, and, in any such case (but only if correction or cure is possible), the failure by the Company to correct or cure the circumstance or breach on which such resignation is based within 30 days after receiving notice from Executive describing such circumstance or breach in reasonable detail, (iv) the relocation of Executive's primary office location of more than 50 miles that places the primary office farther from Executive's residence than it was before, or (v) the imposition by the Company of a requirement that Executive report to a person other than the Chief Executive Officer of the Company or the Chairman of the Board. Executive shall not have a Good Reason to resign if the Company suspends Executive due to an indictment of Executive on felony charges, provided that the Company continues to pay Executive's salary and benefits. No Salary Severance is payable after Executive turns age 65, regardless of whether Executive has a Good Reason for resignation and regardless whether the Company has Cause to terminate Executive.

5. Adjustment to Payments Triggering Excise Tax . In the event that any amount or benefit that may be paid or otherwise provided to or in respect of Executive by the Company or any affiliated company, whether pursuant to this Agreement or otherwise (collectively, “Covered Payments”), is or may become subject to the tax imposed under Section 4999 of the Internal Revenue Code of 1986, as amended (the “Code”), or any successor provision (“Excise Tax”), the Company shall promptly pay to Executive a “Reimbursement Amount,” defined as an amount, which when added to the Covered Payments and after taking into account any federal, state or local tax resulting from the Covered Payment and the Reimbursement Amount will provide Executive with after tax net income equal to the amount Executive would have earned had no Excise Tax been imposed on the Covered Payments, no later than the end of the calendar year following the year in which Executive remits the Excise Tax.

6. Confidential and Proprietary Information .

(a) The parties agree and acknowledge that during the course of Executive’s employment, Executive will be given and will have access to and be exposed to trade secrets and confidential information in written, oral, electronic and other forms regarding the Company and its affiliates (which includes but is not limited to all of its business units, divisions and affiliates) and their business, equipment, products and employees, including, without limitation: the identities of the Company’s and its affiliates’ distributors and customers and potential distributors and customers (hereinafter referred to collectively as “Distributors”), including, without limitation, the identity of Distributors that Executive cultivates or maintains while providing services at the Company or any of its affiliates using the Company’s or any of its affiliates’ products, name and infrastructure, and the identities of contact persons with respect to those Distributors; the particular preferences, likes, dislikes and needs of those Distributors and contact persons with respect to product types, pricing, sales calls, timing, sales terms, rental terms, lease terms, service plans, and other marketing terms and techniques; the Company’s and its affiliates’ business methods, practices, strategies, forecasts, pricing, and marketing techniques; the identities of the Company’s and its affiliates’ licensors, vendors and other suppliers and the identities of the Company’s and its affiliates’ contact persons at such licensors, vendors and other suppliers; the identities of the Company’s and its affiliates’ key sales representatives and personnel and other employees; advertising and sales materials; research, computer software and related materials; and other facts and financial and other business information concerning or relating to the Company or any of its affiliates and their business, operations, financial condition, results of operations and prospects. Executive expressly agrees to use such trade secrets and confidential information only for purposes of carrying out his duties for the Company and its affiliates as he deems appropriate in his good faith judgment, and not for any other purpose, including, without limitation, not in any way or for any purpose that could reasonably be foreseen to be detrimental to the Company or any of its affiliates; provided, Executive shall be permitted to disclose such trade secrets and confidential information to third parties in the course of performing his duties for the Company and its affiliates as he deems appropriate in his good faith judgment provided that prior to such disclosure Executive causes the intended recipient of such information to sign a confidentiality agreement. Executive shall not at any time, either during the course of his employment hereunder or after the termination of such employment, use for himself or others, directly or indirectly, any such trade secrets or confidential information, and, except as required by law or as permitted hereunder, Executive shall not disclose such trade secrets or confidential information, directly or indirectly, to any other person or entity. Trade secret and confidential information hereunder shall not include any information which (i) is already in or subsequently enters the public domain, other than as a result of any unauthorized direct or indirect disclosure by Executive, (ii) becomes available to Executive on a non-confidential basis from a source other than the Company or any of its affiliates, provided that Executive has no knowledge that such source is subject to a confidentiality agreement or other obligation of secrecy or confidentiality (whether pursuant to a contract, legal or fiduciary obligation or duty or otherwise) to the Company or any of its affiliates or any other person or entity or (iii) is approved for release by the Chief Executive Officer or the board of directors of the Company or any of its affiliates or which the Chief Executive Officer or the board of directors of the Company or any of its affiliates makes available or authorizes Executive to make available to third parties without an obligation of confidentiality.

(b) All physical property and all notes, memoranda, files, records, writings, documents and other materials of any and every nature, written or electronic, which Executive shall prepare or receive in the course of his employment with the Company and which relate to or are useful in any manner to the business now or hereafter conducted by the Company or any of its affiliates are and shall remain the sole and exclusive property of the Company and its affiliates, as applicable. Executive shall not remove from the Company's premises any such physical property, the original or any reproduction of any such materials nor the information contained therein except for the purposes of carrying out his duties to the Company or any of its affiliates and all such property (except for any items of personal property not owned by the Company or any of its affiliates), materials and information in his possession or under his custody or control upon the termination of his employment (other than such materials received by Executive solely in his capacity as a shareholder) or at any other time upon request by the Company shall be immediately turned over to the Company and its affiliates, as applicable.

(c) All inventions, improvements, trade secrets, reports, manuals, computer programs, tapes and other ideas and materials developed or invented by Executive during the period of his employment, either solely or in collaboration with others, which relate to the actual or anticipated business or research of the Company or any of its affiliates which result from or are suggested by any work Executive may do for the Company or any of its affiliates or which result from use of the Company's or any of its affiliates' premises or property (collectively, the "Developments") shall be the sole and exclusive property of the Company and its affiliates, as applicable. Executive assigns and transfers to the Company his entire right and interest in any such Development, and Executive shall execute and deliver any and all documents and shall do and perform any and all other acts and things necessary or desirable in connection therewith that the Company or any of its affiliates may reasonably request, it being agreed that the preparation of any such documents shall be at the Company's expense. Nothing in this paragraph applies to an invention which qualifies fully under the provisions of California Labor Code Section 2870.

(d) Following the termination of Executive's employment, Executive will reasonably cooperate with the Company (at the Company's expense, if Executive reasonably incurs any out-of-pocket costs with respect thereto, including, but not limited to, lost salary or the value of vacation benefits used in connection therewith) in any defense of any legal, administrative or other action in which the Company or any of its affiliates or any of their distributors or other business relations are a party or are otherwise involved, so long as any such matter was related to Executive's duties and activities conducted on behalf of the Company or its Subsidiaries.

(e) The provisions of this Section 6 and Section 7 shall survive any termination of this Agreement and termination of Executive's employment with the Company.

7. Non-Solicitation . Executive acknowledges that in the course of his employment for the Company he will become familiar with the Company's and its affiliates' trade secrets and other confidential information concerning the Company and its affiliates. Accordingly, Executive agrees that, during Executive's employment and for a period of twenty-four (24) months immediately thereafter (the "Nonsolicitation Period"), he will not directly or indirectly through another entity (i) induce or attempt to induce any employee or Distributor of the Company or any of its affiliates to leave the employment of, or cease to maintain its distributor relationship with, the Company or such affiliate, or in any way interfere with the relationship between the Company or any such affiliate and any employee or Distributor thereof, (ii) hire any person who was an employee of the Company or any of its affiliates at any time during the Nonsolicitation Period unless such person's employment was terminated by the Company or such affiliate or enter into a distributor relationship with any person or entity who was a Distributor of the Company or any of its affiliates at any time during the Nonsolicitation Period, (iii) induce or attempt to induce any Distributor, supplier, licensor, licensee or other business relation of the Company or any of its affiliates to cease doing business with the Company or such affiliate, or in any way interfere with the relationship between such Distributor, supplier, licensor, licensee or business relation and the Company or any of its affiliates or (iv) use any trade secrets or other confidential information of the Company or any of its affiliates to directly or indirectly participate in any means or manner in any business which is a direct competitor of the Company.

8. Non-Disparagement . During Executive's employment and thereafter, Executive agrees not to make any derogatory, negative or disparaging public statement about the Company, its officers, its employees, or members of its Board, or to make any public statement (or any statement likely to become public) that could reasonably be expected to adversely affect or disparage the reputation, or, to the extent applicable, business or goodwill of the Company, it being agreed and understood that nothing herein shall prohibit Executive (a) from disclosing that Executive is no longer employed by the Company, (b) from responding truthfully to any governmental investigation or inquiry related thereto, whether by the Securities and Exchange Commission or other governmental entity or any other law, subpoena, court order or other compulsory legal process or any disclosure requirement of the Securities and Exchange Commission, or (c) from making traditional competitive statements in the course of promoting a competing business, so long as any statements made by Executive described in this clause (c) are not based on confidential information obtained during the course of Executive's employment with the Company. The Company agrees that it will not make any derogatory, negative or disparaging public statements about Executive that are untruthful in any authorized Company statement (whether written or oral), including, but not limited to, any press release or public announcement.

9. Injunctive Relief . Executive and the Company (a) intend that the provisions of Sections 6 and 7 be and become valid and enforceable, (b) acknowledge and agree that the provisions of Sections 6 and 7 are reasonable and necessary to protect the legitimate interests of the business of the Company and its affiliates and (c) agree that any violation of Section 6 or 7 might result in irreparable injury to the Company and its affiliates, the exact amount of which would be difficult to ascertain and the remedies at law for which may not be reasonable or adequate compensation to the Company and its affiliates for such a violation. Accordingly, Executive agrees that if Executive violates or threatens to violate the provisions of Section 6 or 7, in addition to any other remedy which may be available at law or in equity, the Company shall be entitled to seek specific performance and injunctive relief, and without the necessity of proving actual damages. In addition, in the event of a violation or threatened violation by Executive of Section 6 or 7 of this Agreement, the Nonsolicitation Period will be tolled until such violation or threatened violation has been duly cured. If, at the time of enforcement of Sections 6 or 7 of this Agreement, a court holds that the restrictions stated therein are unreasonable under circumstances then existing, the parties hereto agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area.

10. Indemnification. The Company shall indemnify Executive to the fullest extent permitted by applicable law as more fully described in the Indemnification Agreement between the Company and Executive; in the event that California law is deemed to apply and to permit the Company to provide more indemnification to Executive for the matters described in the Indemnification Agreement, the Company agrees to provide such indemnification to the fullest extent permitted under California law.

11. Assignment: Successors and Assigns . Executive agrees that he shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, any rights or obligations under this Agreement, nor shall Executive's rights hereunder be subject to encumbrance of the claims of creditors. This Agreement may be assigned by the Company without the consent of Executive to (a) any entity succeeding to all or substantially all of the assets or business of the Company, whether by merger, consolidation, acquisition or otherwise (upon which entity the Agreement shall be binding), or (b) any affiliate; provided, however, that in neither case shall the Company be released from its obligations hereunder, nor shall any assignment to an affiliate lessen Executive's rights with respect to his position, duties, responsibilities or authority with respect to the Company.

12. Governing Law: Jurisdiction and Venue . This Agreement shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of California without regard to the conflicts of law principles thereof. Suit to enforce this Agreement or any provision or portion thereof may be brought in the federal or state courts located in Los Angeles, California.

13. Severability of Provisions . In the event that any provision of this Agreement should ever be adjudicated by a court of competent jurisdiction to be unenforceable, then such provision shall be deemed reformed to the maximum extent permitted by applicable law, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision of this Agreement.

14 Warranty . As an inducement to the other party to enter into this Agreement, each party represents and warrants to the other that it/he has the power and authority to enter into this Agreement and is not a party to any other agreement or obligation, and that there exists no impediment or restraint, contractual or otherwise, on its/his power, right or ability to enter into this Agreement and to perform its/his duties and obligations hereunder.

15. Notices . All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic or digital transmission method upon receipt of telephonic or electronic confirmation; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice will be sent to:

(a) If to the Company:

Herbalife International of America, Inc.
1800 Century Park East
Los Angeles, California 90067
Attention: General Counsel
Telecopy: (310) 557-3906

with a copy to:

Herbalife International of America, Inc.
1800 Century Park East
Los Angeles, California 90067
Attention: Chief Executive Officer
Telecopy: (310) 557-3906

(b) if to Executive, to:

Richard Goudis
26620 Alsace Drive
Calabasas, California 91302

with a copy to:

Cathy J. Frankel, Esq.
Moses & Singer LLP
1301 Avenue of the Americas
New York, New York 10019-6076

or to such other place and with other copies as either party may designate as to itself or himself by written notice to the others.

16. Counterparts . This Agreement may be executed in several counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same Agreement.

17. Entire Agreement . The terms of this Agreement are intended by the parties to be the final expression of their agreement with respect to the subject matter hereof and this Agreement supersedes (and may not be contradicted by, modified or supplemented by) any prior or contemporaneous agreement, written or oral, with respect thereto. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

18. Amendments: Waivers . This Agreement may not be modified or amended except by an instrument in writing, signed by Executive and a duly authorized representative of the Company. No waiver of any of the provisions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as a further, continuing, or subsequent waiver of any such provision or as a waiver of any other provision of this Agreement. No failure to exercise and no delay in exercising any right, remedy or power hereunder shall preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

19. Representation of Counsel; Mutual Negotiation . Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arm's-length, with the advice and participation of counsel, and shall be interpreted in accordance with its terms without favor to any party.

20. Surviving Terms . The provisions of Sections 4(a), 4 (b), 5, 6, 7, 8, 10 and 21 shall survive the termination or expiration of this Agreement.

21. Compliance with Section 409A .

(a) The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively " Section 409A ") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If Executive notifies the Company (with reasonable specificity as to the reason therefor) that Executive believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause Executive to incur any additional tax or interest under Section 409A and the Company concurs with such belief or the Company (without any obligation whatsoever to do so) independently makes such determination, the Company shall, after consulting with Executive, reform such provision to attempt to comply with Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Section 409A. To the extent that any provision hereof is modified in order to comply with Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit/burden to Executive and the Company of the applicable provision without violating the provisions of Section 409A.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." If Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then with regard to any payment or the provision of any benefit that is specified as subject to this Section or that is otherwise considered deferred compensation under Section 409A payable on account of a "separation from service," and that is not exempt from Section 409A as involuntary separation pay or a short-term deferral (or otherwise), such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of Executive, and (ii) the date of Executive's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 21(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Executive in a lump sum without interest, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) shall not be violated without regard to expenses reimbursed under any arrangement covered by Internal Revenue Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense occurred.

(d) Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

[Signature Page Follows]IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

EXECUTIVE

/s/ Richard P. Goudis

By: Richard P. Goudis

HERBALIFE INTERNATIONAL OF AMERICA, INC.

/s/ Michael O. Johnson

By: Michael O. Johnson
Title: Chief Executive Officer

ATTACHMENT A

Agreement and General Release

Agreement and General Release ("AGREEMENT"), by and among RICHARD GOUDIS ("EXECUTIVE" and referred to herein as "you") and HERBALIFE INTERNATIONAL OF AMERICA, INC., a California corporation (the "COMPANY").

1. In exchange for your waiver of claims against the Company Entities (as defined below) and compliance with other terms and conditions of this Agreement, upon the effectiveness of this Agreement, the Company agrees to provide you with the payments and benefits provided in Section 4 of your Amended and Restated Employment Agreement with the Company.

2. (a) In consideration for the payments and benefits to be provided to you pursuant to paragraph 1 above, you, for yourself and for your heirs, executors, administrators, trustees, legal representatives, and assigns (hereinafter referred to collectively as "RELEASORS"), FOREVER RELEASE AND DISCHARGE THE Company and its past, present and future parent entities, subsidiaries, divisions, affiliates and related business entities, successors and assigns, assets, employee benefit plans or funds (including, without limitation, each of Whitney & Co., LLC, Golden Gate Private Equity, Inc., any investment fund managed by either of them and any affiliate of any of the aforementioned persons or entities), and any of its or their respective past, present and/or future directors, officers, fiduciaries, agents, trustees, administrators, employees and assigns, whether acting on behalf of the Company or in their individual capacities (collectively the "COMPANY ENTITIES") from any and all claims, suits, demands, causes of action, covenants, obligations, debts, costs, expenses, fees and liabilities of any kind whatsoever in law or equity, by statute or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected and whether or not concealed or hidden (collectively, the "CLAIMS"), which you ever had, now have, or may have against any of the Company Entities by reason of any act, omission, transaction, practice, plan, policy, procedure, conduct, occurrence, or other matter related in any way to your employment by (including, but not limited to, termination thereof) the Company Entities up to and including the date on which you sign this Agreement, except as provided in subsection (c) below.

(b) Without limiting the generality of the foregoing, this Agreement is intended to and shall release the Company Entities from any and all claims, whether known or unknown, which Releasors ever had, now have, or may have against the Companies Entities arising out of your employment or termination thereof, including, but not limited to: (i) any claim under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974,(excluding claims for accrued, vested benefits under any employee benefit or pension plan of the Company Entities subject to the terms and conditions of such plan and applicable law), the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act of 1988, or the Fair Labor Standards Act of 1938, in each case as amended; (ii) any claim under the California Fair Employment and Housing Act, the California Labor Code, the California Family Rights Act, or the California pregnancy Disability Leave Law; (iii) any other claim (whether based on federal, state, or local law (statutory or decisional), rule, regulation or ordinance) relating to or arising out of your employment, the terms and conditions of such employment, the termination of such employment, including, but not limited to, breach of contract (express or implied), wrongful discharge, detrimental reliance, defamation, emotional distress or compensatory or punitive damages; and (iv) any claim for attorneys' fees, costs, disbursements and/or the like.

(c) Notwithstanding the foregoing, nothing in this Agreement shall be a waiver of claims: (1) that may arise after the date on which you sign this Agreement; (2) with respect to your right to enforce your rights that survive termination under the Amended and Restated Employment Agreement or any other written agreement entered into between you and the Company (including, without limitation, any agreements granting you any stock units, stock appreciation rights, stock options or any other equity grants or equivalents); (3) regarding rights of indemnification, receipt of legal fees and directors and officers liability insurance to which you are entitled under the Amended and Restated Employment Agreement, the Company's Certificate of Incorporation or By-laws, pursuant to any separate writing between you and the Company or pursuant to applicable law; (4) relating to any claims for accrued, vested benefits under any employee benefit plan or pension plan of the Company Entities subject to the terms and conditions of such plan and applicable law; or (5) as a stockholder or optionholder of the Company.

(d) In signing this Agreement, you acknowledge that you intend that this Agreement shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. You expressly consent that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown, unsuspected or unanticipated Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected or unanticipated Claims), if any, as well as those relating to any other claims hereinabove mentioned or implied. You acknowledge and agree that this waiver is an essential and material term of this Agreement, and if you bring your own Claim in which you seek damages against any Company Entity, or if you seek to recover against any Company Entity in any Claim brought by a governmental agency on your behalf, the release set forth in this Agreement shall serve as a complete defense to such Claims, and you shall reimburse each Company Entity for any attorneys' fees or expense or other fees and expense incurred in defending such Claim; provided, however, if a class action claim or governmental claim is brought on your behalf, your obligations will be limited to (i) opting out of such action or other proceedings received in connection therewith to the Company, it being agreed that you shall not be liable to the Company for any attorneys' fees or expense or other fees or expenses in the case of any such class action claim or governmental claim.

(e) Without limiting the generality of the foregoing, you waive all rights under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3. (a) This Agreement is not intended, and shall not be construed, as an admission that any of the Company Entities has violated any federal, state or local law (statutory or decisional), ordinance or regulation, breached any contract or committed any wrong whatsoever against you.

(b) Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the entity interpreting or constructing this Agreement shall not apply a presumption against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the document.

4. For two years from and after the date of your employment termination, you agree not to make any derogatory, negative or disparaging public statement about any Company Entity, or to make any public statement (or any statement likely to become public) that could reasonably be expected to adversely affect or disparage the reputation, or, to the extent applicable, business or goodwill of any Company Entity, it being agreed and understood that nothing herein shall prohibit you (a) from disclosing that you are no longer employed by the Company, (b) from responding truthfully to any governmental investigation or inquiry related thereto, whether by the Securities and Exchange Commission or other governmental entity or any other law, subpoena, court order or other compulsory legal process or any disclosure requirement of the Securities and Exchange Commission, or (c) from making traditional competitive statements in the course of promoting a competing business, so long as any statements made by you described in this clause (c) are not based on confidential information obtained during the course of your employment with the Company. The Company agrees that it will not make any derogatory, negative or disparaging public statement about you in an authorized press release or authorized public announcement.

5. This Agreement is binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such State.

7. You acknowledge that your obligations pursuant to Sections 6, 7 and 8 of the Employment Agreement survive the termination of your employment in accordance with the terms thereof. The Company acknowledges that its obligations under Sections 4(a), 4(b), 5, 8, 10 and 21 of the Amended and Restated Employment Agreement survive the termination of your employment in accordance with the terms thereof.

8. You acknowledge that you: (a) have carefully read this Agreement in its entirety; (b) have had an opportunity to consider for at least twenty-one (21) days the terms of this Agreement; (c) are hereby advised by the Company in writing to consult with an attorney of your choice in connection with this Agreement; (d) fully understand the significance of all of the terms and conditions of this Agreement and have discussed them with your independent legal counsel, or have had a reasonable opportunity to do so; (e) have had answered to your satisfaction by your independent legal counsel any questions you have asked with regard to the meaning and significance of any of the provisions of this Agreement; and (f) are signing this Agreement voluntarily and of your own free will and agree to abide by all the terms and conditions contained herein.

9. You understand that you will have at least twenty-one (21) days from the date of receipt of this Agreement to consider the terms and conditions of this Agreement. You may accept this Agreement by signing it and returning it to the Company's Chief Executive Officer at the address specified pursuant to Section 15 of the Amended and Restated Employment Agreement. After executing this Agreement, you shall have seven (7) days (the "REVOCATION PERIOD") to revoke this Agreement by indicating your desire to do so in writing delivered to the Chief Executive Officer at the address above by no later than 5:00 p.m. on the seventh (7th) day after the date you sign this Agreement. The effective date of this Agreement shall be the eighth (8th) day after you sign the Agreement (the "AGREEMENT EFFECTIVE DATE"). If the last day of the Revocation Period falls on a Saturday, Sunday or holiday, the last day of the Revocation Period will be deemed to be the next business day. In the event you do not accept this Agreement as set forth above, or in the event you revoke this Agreement during the Revocation Period, this Agreement, including but not limited to the obligation of the Company to provide the payments and benefits provided in paragraph 1 above, shall be deemed automatically null and void.

EXECUTIVE

By:

Richard P. Goudis

HERBALIFE INTERNATIONAL OF AMERICA, INC.

By

Name: Michael O. Johnson
Title: Chief Executive Officer

Exhibit 10.25

HERBALIFE LTD.
AMENDED AND RESTATED
NON-MANAGEMENT DIRECTORS COMPENSATION PLAN

1. Establishment of Plan; Purpose

The Herbalife Ltd. (the "Company") Non-Management Directors Compensation Plan (the "Directors Plan") was initially adopted on January 15, 2006. The Directors Plan is hereby amended and restated in its entirety effective as of May 6, 2010 (the "Restatement Effective Date"). Prior to January 1, 2009, the Directors Plan provided for the award of Stock Units under Section 9 of the Herbalife Ltd. 2005 Stock Incentive Plan (the "Plan"). From January 1, 2009 until May 6, 2010, the Directors Plan provides for the award of Stock Appreciation Rights under Section 8 of the Plan. From and after May 6, 2010, the Directors Plan provides for the award of either Stock Units under Section 9 of the Plan or Stock Appreciation Rights under Section 8 of the Plan, in the sole discretion of the Committee. The Directors Plan is intended to be a part of the Plan and the terms of the Plan are incorporated herein by reference.

The purpose of the Plan is to facilitate equity ownership in the Company by its Nonemployee Directors through the award of equity-based compensation awards under the Plan.

2. Definitions

Unless otherwise specifically provided for herein, all capitalized terms used herein shall have the same meanings as the meanings ascribed to such terms in the Plan. In addition, the following words have the following meanings unless a different meaning plainly is required by the context:

(a) "Deferral Account" means the accounting entry made with respect to each Participant for the purpose of maintaining a record of each Participant's benefit under the Directors Plan.

(b) "Effective Date" means January 15, 2006.

(c) "Grant Date" means a date on which Stock Units or Stock Appreciation Rights are granted pursuant this Directors Plan.

(d) "Independent Director" means a member of the Board who, at all relevant times, has been determined by the Board to be independent.

(e) "Nonemployee Director" means a member of the Board who, at all relevant times, is not an employee and/or officer of the Company or any of its subsidiaries.

(f) "Participant" means a Nonemployee Director who has received an award hereunder.

(g) "Plan Year" means January 15 of each calendar year to January 14 of the next following calendar year. The first Plan Year shall commence on the Effective Date and end on January 14, 2007.

3. Administration.

The Directors Plan shall be administered the Committee. Consistent with Section 18 of the Plan, any question concerning the interpretation of the Directors Plan, any adjustments required to be made under the Directors Plan, and any controversy that may arise under the Directors Plan or any award agreement issued hereunder shall be determined by the Committee in its sole and absolute discretion. All such decisions by the Committee shall be final and binding.

4. Eligibility and Participation.

Prior to the Restatement Effective Date, participation in the Directors Plan was limited to Independent Directors. From and after the Restatement Effective Date, all Nonemployee Directors shall be eligible to participate in this Directors Plan and receive awards hereunder from time to time.

5. Stock Unit Awards.

(a) **First Plan Year Grant**. On the Effective Date of the Directors Plan, the Committee shall grant to each Independent Director, pursuant to Section 9 of the Plan, a number of Stock Units equal to the quotient of One Hundred Thousand Dollars ($100,000) divided by the Fair Market Value of one Common Share on such date, rounded to the nearest whole number.

(b) **Grants Upon Initial Election to Board.** Unless otherwise determined by the Committee, with respect to each Independent Director who commences service on the Board after the Effective Date, upon such Independent Director's commencement of service as a member of the Board the Committee shall grant to such Independent Director, pursuant to Section 9 of the Plan, a number of Stock Units equal to (i) the quotient of One Hundred Thousand Dollars ($100,000) divided by the Fair Market Value of one Common Share on such date, rounded to the nearest whole number, multiplied by (ii) a fraction, the numerator of which equals (A) 365 minus (B) the number of days during the Plan Year that have elapsed prior to the date on which the Independent Director commenced service as a member of the Board and the denominator of which equals 365.

(c) **Annual Grants**. Unless otherwise determined by the Committee, on January 15 of each Plan Year beginning after Effective Date of the Directors Plan, the Committee shall grant, pursuant to Section 9 of the Plan, to each Independent Director who is serving as a member of the Board as of the Grant Date, a number of Stock Units equal to the quotient of One Hundred Thousand Dollars ($100,000) divided by the Fair Market Value of one Common Share on such date, rounded to the nearest whole number.

(d) **Award Agreement**. Each award of Stock Units shall be evidenced by an award agreement entered into between the Company and the applicable Participant and shall be subject to all of the terms and conditions set forth herein and in the Plan.

(e) **Terms and Conditions of Stock Units**. Stock Unit awards made pursuant to this Section 5 shall be subject to the following terms and conditions:

(i) Unless otherwise determined by the Committee at the time of grant the value of each Stock Unit shall be equal to one Common Share (as adjusted pursuant to Section 12 of the Plan).

(ii) Subject to the provisions of this Directors Plan, neither Stock Units awarded pursuant to this Directors Plan nor the Common Shares subject thereto may be sold, assigned, transferred, pledged, or otherwise encumbered prior to the date on which such Common Shares are delivered to the Participant or the Participant's beneficiary designated pursuant to Section 6(c)(iii) of this Directors Plan.

(iii) Unless otherwise provided in an award agreement, the recipient of an award under this Section 5 shall not be entitled to receive dividends or dividend equivalents with respect to the number of Common Shares represented by the Stock Unit award until such time as the Common Shares subject to the award have been issued pursuant to the terms of this Directors Plan.

(iv) Unless determined otherwise by the Committee at the time of grant and set forth in an award agreement, subject to the applicable Participant's continuous service as a member of the Board, awards of Stock Units pursuant to Section 5(a) or Section 5(c) shall become vested with respect to twenty-five percent (25%) of the number of Stock Units subject to the award on each of April 15, July 15 and October 15 of the calendar year in which the award is granted and January 15 of the calendar year following the year in which the award is granted (each such date is referred to herein as a "Vesting Date").

(v) Unless determined otherwise by the Committee at the time of grant and set forth in an award agreement, subject to the applicable Participant's continuous service as a member of the Board, awards of Stock Units pursuant to Section 5(b) shall become vested in equal installments on each of the Vesting Dates that occur after the Grant Date and on or prior to the next following January 15th.[1]

(vi) In the event that a Participant ceases to serve as a member of the Board for any reason, all Stock Units held by such Participant at the time of such cessation that have not yet become vested shall be immediately forfeited; provided, however, that in the event of the Participant's disability (as such term if defined in Section 22(e) of the Code) or death, the Committee may, in its sole discretion, accelerate the vesting of any unvested Stock Units then held by such Participant.

(vii) Notwithstanding anything herein to the contrary, in the event of a Change of Control all unvested Stock Units shall be deemed fully vested immediately prior to the consummation of the Change of Control.

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1 For example: with respect to an award of Stock Units pursuant to Section 5(b) on April 22, 2006, the award would become vested with respect to 33 1/3% of the Stock Units subject thereto on each of July 15, 2006, October 15, 2006 and January 15, 2007.

(f) **Payment/Deferral of Stock Unit Awards**.

(i) On each Grant Date the Stock Units awarded to a Participant pursuant to this Section 5 shall be credited to the Participant's Deferral Account.

(ii) Subject to the applicable Participant's continuous service as a member of the Board, on the second anniversary of the final Vesting Date of an award of Stock Units pursuant to this Section 5, there shall be credited to Participant's Deferral Account one Common Share in exchange for each such Stock Unit then held in Participant's Deferral Account.

(iii) In the event that a Participant ceases to serve as a member of the Board for any reason prior to the second anniversary of the final Vesting Date of an award of Stock Units pursuant to this Section 5, the Company shall, within thirty (30) days following such cessation, subject to Section 16 of the Plan, issue to the Participant a number of Common Shares equal to the number of vested Stock Units subject to each such award held in the Participant's Deferral Account at the time of such cessation.

(g) Notwithstanding anything herein to the contrary, no Stock Units shall be awarded under Section 5 of this Directors Plan on or after January 1, 2009.

5A. Stock Appreciation Right Awards.

(a) **2009 Plan Year Grant.** On February 27, 2009, the Committee shall grant to each Independent Director, pursuant to Section 8 of the Plan, a number of Stock Appreciation Rights equal to the quotient of One Hundred Thousand Dollars ($100,000) divided by the "fair value" (as determined by the Company in accordance with Financial Accounting Standards Board's Statement of Financial Accounting Standards No. 123 (revised 2004), Share-Based Payment or such revised standard as then applicable ("FAS 123R")) of one Stock Appreciation Right on such date, rounded to the nearest whole number.

(b) **Grants Upon Initial Election to Board.** Unless otherwise determined by the Committee, with respect to each Nonemployee Director who commences service on the Board after January 1, 2010, upon such Nonemployee Director's commencement of service as a member of the Board the Committee shall grant to such Nonemployee Director, pursuant to Section 8 of the Plan, a number of Stock Appreciation Rights equal to (i) the quotient of One Hundred Thousand Dollars ($100,000) divided by the "fair value" (as determined by the Company in accordance with FAS 123R) of one Stock Appreciation Right on such date, rounded to the nearest whole number, multiplied by (ii) a fraction, the numerator of which equals (A) 365 minus (B) the number of days that have elapsed since the most recent Annual General Meeting of Shareholders the prior to the date on which the Nonemployee Director commenced service as a member of the Board, and the denominator of which equals 365.

(c) **Annual Grants.** Unless otherwise determined by the Committee, for each Plan Year beginning after January 1, 2010, on the date whereupon annual equity awards are made to Company employees, the Committee shall grant, pursuant to Section 8 of the Plan, to each Nonemployee Director who is serving as a member of the Board as of the Grant Date, a number of Stock Appreciation Rights equal to the quotient of One Hundred Thousand Dollars ($100,000) divided by the "fair value" (as determined by the Company in accordance with FAS 123R) of one Stock Appreciation Right on such date, rounded to the nearest whole number.

(d) **Base Price.** The Base Price for each award of Stock Appreciation Rights shall be the closing price of the Common Shares on the Grant Date.

(e) **Award Agreement.** Each award of Stock Appreciation Rights shall be evidenced by an award agreement entered into between the Company and the applicable Nonemployee Director and shall be subject to all of the terms and conditions set forth herein and in the Plan.

(f) **Terms and Conditions of Stock Appreciation Rights.** Stock Appreciation Right awards made pursuant to this Section 5A shall be subject to the following terms and conditions:

(i) Each Stock Appreciation Right shall represent the right to receive, upon exercise of the Stock Appreciation Right, a payment, paid in Common Shares, equal to (i) the excess of the Fair Market Value, on the date of exercise, of one Common Share (as adjusted pursuant to Section 12 of the Plan) over the Base Price of the Stock Appreciation Right, divided by (ii) the Fair Market Value, on the date of exercise, of one Common Share.

(ii) Unless determined otherwise by the Committee at the time of grant and set forth in an award agreement, subject to the applicable Nonemployee Director's continuous service as a member of the Board, awards of Stock Appreciation Rights pursuant to Section 5A(a) or Section 5A(c) shall become vested with respect to twenty-five percent (25%) of the number of Stock Appreciation Rights subject to the award on each of July 15 and October 15 of the calendar year in which the award is granted and January 15 and April 15 of the calendar year following the year in which the award is granted (each such date is referred to herein as a "Vesting Date"); provided, however, that no Stock Appreciation Right, whether vested or unvested, may be exercised prior to the date specified in Section 5A(g) of this Directors Plan.

(iii) Unless determined otherwise by the Committee at the time of grant and set forth in an award agreement, subject to the applicable Nonemployee Director's continuous service as a member of the Board, awards of Stock Appreciation Rights pursuant to Section 5A(b) shall become vested in equal installments on each of the Vesting Dates that occur after the Grant Date and on or prior to the next following January 15th; provided, however, that no Stock Appreciation Right, whether vested or unvested, may be exercised prior to the date specified in Section 5A(g) of this Directors Plan.

(iv) In the event that an Nonemployee Director ceases to serve as a member of the Board for any reason, all Stock Appreciation Rights held by such Nonemployee Director at the time of such cessation that have not yet become vested shall be immediately forfeited; provided, however, that in the event of the Nonemployee Director's disability (as such term if defined in Section 22(e) of the Code) or death, the Committee may, in its sole discretion, accelerate the vesting of any unvested Stock Appreciation Rights then held by such Nonemployee Director.

(v) Notwithstanding anything herein to the contrary, in the event of a Change of Control all unvested Stock Appreciation Rights shall be deemed fully vested and exercisable immediately prior to the consummation of the Change of Control.

(g) **Exercisability of Stock Appreciation Right Awards.**

(i) Subject to the applicable Nonemployee Director's continuous service as a member of the Board, Stock Appreciation Rights granted under this Section 5A that become vested pursuant to this Section 5A hereof shall be exercisable by the Nonemployee Director on and after the second anniversary of the final Vesting Date of the award pursuant to this Section 5A and shall remain exercisable until the seventh (7^{th}) anniversary of the Grant Date.

(ii) In the event that an Nonemployee Director ceases to serve as a member of the Board for any reason prior to the second anniversary of the final Vesting Date of an award of Stock Appreciation Rights pursuant to this Section 5A, Stock Appreciation Rights previously granted that vested on or prior to such cessation of service shall be exercisable by the Nonemployee Director on and after the date of such cessation of service and shall remain exercisable until the seventh (7^{th}) anniversary of the Grant Date.

(iii) Notwithstanding anything herein to the contrary, all Stock Appreciation Rights granted under this Section 5A on and after January 1, 2010 that become vested pursuant to this Section 5A hereof shall, subject to the applicable Nonemployee Director's continuous service as a member of the Board, be exercisable by the Nonemployee Director to the extent vested from and after the applicable Vesting Date of the award pursuant to this Section 5A and shall remain exercisable until the seventh (7^{th}) anniversary of the Grant Date.

(h) Notwithstanding anything herein to the contrary, no Stock Appreciation Rights shall be awarded under Section 5A of this Directors Plan on or after January 1, 2009.

5B. Equity Awards.

(a) **Form of Equity Awards**. Notwithstanding anything herein to the contrary, from and after May 6, 2010, the Committee shall have the discretion to grant equity awards to Nonemployee Directors (including both annual grants and grants upon initial election to the Board) in the form of either Stock Units and/or Stock Appreciation Rights.

(b) **Grants Upon Initial Election to Board.** Unless otherwise determined by the Committee, with respect to each Nonemployee Director who commences service on the Board after January 1, 2010, upon such Nonemployee Director's commencement of service as a member of the Board the Committee shall grant to such Nonemployee Director an equity award, in the form of Stock Appreciation Rights granted under Section 8 of the Plan, Stock Units granted under Section 9 of the Plan or a combination thereof, having a "fair value" (as determined by the Company in accordance with FAS 123R) on the Grant Date equal to One Hundred Thousand Dollars ($100,000) multiplied by a fraction, the numerator of which equals (i) 365 minus (ii) the number of days that have elapsed since the most recent Annual General Meeting of Shareholders the prior to the date on which the Nonemployee Director commenced service as a member of the Board, and the denominator of which equals 365.

(c) **Annual Grants.** Unless otherwise determined by the Committee, for each Plan Year beginning after January 1, 2010, on the date whereupon annual equity awards are made to Company employees, the Committee shall grant to each Nonemployee Director who is serving as a member of the Board as of the Grant Date an equity award, in the form of Stock Appreciation Rights granted under Section 8 of the Plan, Stock Units granted under Section 9 of the Plan or a combination thereof, having a "fair value" (as determined by the Company in accordance with FAS 123R) on the Grant Date equal to One Hundred Thousand Dollars ($100,000).

(d) **Base Price.** To the extent the annual or initial equity awards are granted in the form of Stock Appreciation Rights, the Base Price for each award of Stock Appreciation Rights shall be the closing price of the Common Shares on the Grant Date.

(e) **Award Agreement.** Each award of equity award granted hereunder shall be evidenced by an award agreement entered into between the Company and the applicable Nonemployee Director and shall be subject to all of the terms and conditions set forth herein and in the Plan.

(f) **Terms and Conditions of Equity Awards.** Awards made pursuant to this Section 5B shall be subject to the following terms and conditions:

(i) Each Stock Appreciation Right awarded under this Section 5B, if any, shall represent the right to receive, upon exercise of the Stock Appreciation Right, a payment, paid in Common Shares, equal to (i) the excess of the Fair Market Value, on the date of exercise, of one Common Share (as adjusted pursuant to Section 12 of the Plan) over the Base Price of the Stock Appreciation Right, divided by (ii) the Fair Market Value, on the date of exercise, of one Common Share.

(ii) Unless otherwise determined by the Committee at the time of grant, the value of each Stock Unit awarded under this Section 5B, if any, shall be equal to one Common Share (as adjusted pursuant to Section 12 of the Plan).

(iii) Unless determined otherwise by the Committee at the time of grant and set forth in an award agreement, subject to the applicable Nonemployee Director's continuous service as a member of the Board, awards of Stock Appreciation Rights and/or Stock Units pursuant to Section 5B(c) shall become vested with respect to twenty-five percent (25%) of the number of Stock Appreciation Rights and/or Stock Units, as applicable, subject to the award on each of July 15 and October 15 of the calendar year in which the award is granted and January 15 and April 15 of the calendar year following the year in which the award is granted (each such date is referred to herein as a "Vesting Date").

(iii) Unless determined otherwise by the Committee at the time of grant and set forth in an award agreement, subject to the applicable Nonemployee Director's continuous service as a member of the Board, awards of Stock Appreciation Rights and/or Stock Units pursuant to Section 5A(b) shall become vested in equal installments on each of the Vesting Dates that occur after the Grant Date and on or prior to the next following April 15th.

(iv) In the event that an Nonemployee Director ceases to serve as a member of the Board for any reason, all Stock Appreciation Rights and/or Stock Units held by such Nonemployee Director at the time of such cessation that have not yet become vested shall be immediately forfeited; provided, however, that in the event of the Nonemployee Director's disability (as such term if defined in Section 22(e) of the Code) or death, the Committee may, in its sole discretion, accelerate the vesting of any unvested Stock Appreciation Rights and/or Stock Units then held by such Nonemployee Director.

(v) Notwithstanding anything herein to the contrary, in the event of a Change of Control all unvested Stock Appreciation Rights and/or Stock Units shall be deemed fully vested and exercisable immediately prior to the consummation of the Change of Control.

(g) **Exercisability of Stock Appreciation Right Awards.** Subject to the applicable Nonemployee Director's continuous service as a member of the Board, any Stock Appreciation Rights granted under this Section 5B that become vested pursuant to this Section 5B hereof shall be exercisable by the Nonemployee Director on the applicable Vesting Date of the award pursuant to this Section 5B and shall remain exercisable until the seventh (7^{th}) anniversary of the Grant Date.

(h) **Settlement of Stock Unit Awards.** Each vested Stock Unit granted under this Section 5B will be settled by the delivery of one Common Share (subject to adjustment under Section 12 of the Plan) to the applicable Nonemployee Director or, in the event of the Nonemployee Director's death, to the Nonemployee Director's estate, heir or beneficiary, within thirty (30) days following the applicable Vesting Date.

6. Deferred Compensation

(a) **Contributions to Deferral Accounts**.

(i) Subject to Sections 6(a)(ii) and 6(a)(iii) of this Directors Plan, an Independent Director may elect to defer and have credited to his or her Deferral Account for any calendar year up to one hundred percent (100%) of his or her Director's Compensation (as defined below). In addition, pursuant to Section 5(f)(i) of this Directors Plan, on each Grant Date the Stock Units awarded to an Independent Director pursuant to Section 5 of this Directors Plan shall be automatically credited to the applicable Nonemployee Director's Deferral Account. For purposes of this Directors Plan, the term "Director's Compensation" means the amounts payable in cash to an Independent Director for a calendar year for the Independent Director's service on the Board for such calendar year including, without limitation, annual retainer and meeting fees. Notwithstanding anything herein to the contrary, no deferrals shall be made pursuant to this Directors Plan from and after January 1, 2009.

(ii) Independent Directors shall make their elections to defer all or a portion of their Director's Compensation for a calendar year by December 1, but no later than December 31, immediately prior to the beginning of the calendar year in which the Director's Compensation is to be earned, or within thirty (30) calendar days of eligibility to participate for a partial calendar year (with respect to Director's Compensation not yet earned). Any election pursuant to Section 6(a)(i) of this Directors Plan shall be made by the Independent Director by completing and delivering to the Company an election form provided by the Company (a "Deferral Election Form") for such calendar year no later than the last day of the next preceding calendar year, except with respect to a person who first becomes eligible to participate in this Directors Plan during a calendar year, which Independent Director may make such elections within 30 days after first becoming eligible to participate in this Directors Plan, and which elections shall apply only to amounts of Director's Compensation paid for services to be performed after the date of such election.

(iii) All deferral elections shall be irrevocable for the calendar year in which they are in effect. Once made, an Independent Director's deferral election shall remain in effect for all subsequent calendar years for which the Independent Director is an Independent Director unless and until the Independent Director increases, decreases, or terminates such election by submitting a new Deferral Election Form to the Company. Deferral election changes must be submitted to the Company no later than the last day of the calendar year next preceding the calendar year for which the change is to be effective.

(b) **Distributions**.

(i) Distribution Elections. Other than with respect to Stock Units awarded on the Effective Date, no later than the December 31 of each calendar year, each Independent Director who is then eligible to receive an award of Stock Units pursuant to Section 5 of this Directors Plan shall be required to complete and submit to the Committee an election on a form provided by the Company (a "Distribution Election Form") as to the timing and form of distributions from his or her Deferral Account with respect to amounts attributable to (i) the Stock Units awarded on the next following Grant Date and (ii) any Director's Compensation deferred pursuant to Section 6(a) of this Directors Plan with respect to the next following calendar year. If no valid distribution election is made with respect to an award of Stock Units, the portion of the Participant's Deferral Account that is attributable to such award shall be distributed, subject to Section 5(e)(iii) of this Directors Plan, in the form of a lump sum payment on the second anniversary of the final Vesting Date of such award. If no valid distribution election is made with respect to Director's Compensation deferred pursuant to Section 6(a) of this Directors Plan, the portion of the Participant's Deferral Account that is attributable to such amounts shall be distributed in the form of a lump sum payment upon termination of the Independent Director's service as a member of the Board.

(ii) Scheduled In-Service Distributions.

(1) Lump Sum or Installment Payments. A Participant may elect on a Distribution Election Form to receive distributions from the vested portion of his or her Deferral Account while he or she is still a member of the Board (an "In-Service Distribution") in (A) a single lump sum payment, or (B) annual installment payments over a period of five (5) or ten (10) years, with the amount of each payment determined as set forth in Section 6(b)(viii) of this Directors Plan. If the amount a Participant elects to receive pursuant to an In-Service Distribution is less than $100,000, payment shall be made in a single lump sum. If a Participant elects to receive installment payments under (B) above, the amount of each installment payment shall be equal to the balance remaining in the portion of the Participant's Deferral Account that is subject to such installment election (as determined immediately prior to each such payment), multiplied by a fraction, the numerator of which is one (1), and the denominator of which is the total number of remaining installment payments. The installment amount shall be adjusted annually to reflect gains and losses, if any, allocated to such Participant's Deferral Account pursuant to Section 6(c)(ii).

(2) Time of Distributions. A Participant's election under this Section 6(b)(ii) must specify the future year in which the payment of the deferred amounts shall commence, provided that the year in which an In-Service Distribution of amounts attributable to an award of Stock Units is to commence must be at least two (2) years after the final Vesting Date of such award.

(3) Separate Annual Elections. Any desired In-Service Distribution must be separately elected for each Stock Unit award and for any Director's Compensation deferred in any one calendar year. Thus, to elect a scheduled In-Service Distribution with respect to a specific year's Stock Units and Director's Compensation, a new Distribution Election Form must be submitted during the applicable election period. Once the applicable election period has passed, an In-Service Distribution may not be elected for that the portion of the Participant's Deferral Account attributable to Stock Units awarded and Director's Compensation earned in that year.

(4) Amendment of Election. A Participant may delay the commencement of an In-Service Distribution or amend his or her election as to the form of the distribution at any time provided that (A) such amendment must be made in the manner specified by the Committee at least one (1) calendar year prior to the date the distribution would otherwise commence, (B) the amendment will not take effect until at least one (1) calendar year after the amendment is submitted, and (C) the amendment provides for the deferral of the date of payments commence for a minimum of five (5) additional years. For purposes of the limitation set forth clause (C) of the preceding sentence, distributions that are to be paid in installments (as opposed to in a lump sum) shall be treated as a single payment payable on the date the installments are due to commence. Any change in the form or timing of payment may not accelerate distributions to the Participant, except to the extent permitted under Section 409A of the Code without the imposition of the additional tax set forth in Section 409A(a)(1)(B) of the Code.

(5) Termination of Board Service Prior to Completion of In-Service Distribution. If a Participant's Board service with the Company terminates for any reason prior to receiving full payment of an In-Service Distribution or while he or she is receiving scheduled installment payments pursuant to this Section 6(b)(ii), the unpaid portion of the Participant's elected distribution shall be paid in accordance with Section 6(b)(iii) below.

(iii) Distributions upon Termination of Board Service for Reasons Other Than Death.

(1) Lump Sum or Installment Payments. As an alternative to electing an In-Service Distribution under Section 6(b)(ii) of this Directors Plan, a Participant may elect on a Distribution Election Form to receive the vested balance credited to his or her Deferral Account following termination of Board service for any reason other than death in (A) a single lump sum payment, or (B) annual installment payments over a period of five (5) or ten (10) years, with the amount of each payment determined as set forth in Section 6(b)(viii) of this Directors Plan. If the amount a Participant elects to receive pursuant to an In-Service Distribution is less than $100,000, payment shall be made in a single lump sum. If a Participant elects to receive installment payments under (B) above, the amount of each installment payment shall be equal to the balance remaining in the portion of the Participant's Deferral Account that is subject to such installment election (as determined immediately prior to each such payment), multiplied by a fraction, the numerator of which is one (1), and the denominator of which is the total number of remaining installment payments. The installment amount shall be adjusted annually to reflect gains and losses, if any, allocated to such Participant's Deferral Account pursuant to Section 6(c)(ii).

(2) Death of Participant. If a Participant dies prior to receiving full payment his or her Deferral Account as elected under this Section 6(b)(iii), the balance of the vested portion of such Participant's Deferral Account shall be paid to the Participant's designated beneficiary in the form of a lump sum as soon as administratively practicable following the Participant's death. The amount of any such lump sum payment shall be determined as set forth in Section 6(b)(viii).

(iv) Stock Units Awarded on Effective Date . Notwithstanding anything herein to the contrary, that portion of a Participant's Deferral Account that is attributable the award of Stock Units pursuant to Section 5 of this Directors Plan on the Effective Date shall be distributed, subject to Section 5(e)(iii) of this Directors Plan, in the form of a lump sum payment on the third anniversary of the Effective Date.

(v) Form of Distribution. That portion of a Participant's Deferral Account that remains notionally invested, at the time of distribution, in Stock Units and/or Common Shares shall be distributed in the form of Common Shares. That portion of a Participant's Deferral Account that is notionally invested, at the time of distribution, in any investment alternative other than Stock Units or Common Shares shall be distributed in cash.

(vi) Financial Hardship. The Committee shall have the authority to alter the timing or manner of payment of amounts credited to a Participant's Deferral Account in the event that the Participant establishes, to the satisfaction of the Committee, "severe financial hardship" (as defined herein). For purposes of this Section 6(b)(vi), "severe financial hardship" shall mean any financial hardship resulting from the illness or injury of a Participant or dependent (as determined by the Committee), the casualty loss of a Participant's real or personal property, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. In any event, payment under this Section 6(b)(vi) may not be made to the extent such emergency is or may be relieved: (A) through reimbursement or compensation by insurance or otherwise; or (B) by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship. Withdrawals of amounts because of a severe financial hardship may only be permitted to the extent reasonably necessary to satisfy the hardship, plus to pay taxes on the withdrawal. The Participant's Deferral Account will be credited with earnings in accordance with this Section 6 up to the date of distribution.

(vii) Incompetence of Distributee. In the event that it shall be found that a person entitled to receive payment under the Plan (including a designated beneficiary) is a minor or is physically or mentally incapable of personally receiving and giving a valid receipt for any payment due (unless prior claim therefor shall have been made by a duly qualified committee or other legal representative), such payment may be made to any person whom the Committee in its sole discretion determines is entitled to receive it, and any such payment shall fully discharge the Company, the Company, the Committee and the Plan from any further liability to the person otherwise entitled to payment hereunder, to the extent of such payment.

(viii) Value of Stock Units on Distribution. In the event of a distribution hereunder, the amount payable to the Participant receiving such distribution shall be as follows:

(A) In the event Participant has selected an investment other than Stock Units or Common Shares, and such Participant has elected to take payment of the Deferral Account in a lump sum payout, or a lump sum payout is otherwise required hereunder, the Company shall pay the Participant an amount in cash equal to the balance in such Participant's Deferral Account as of the date elected by the Participant, or as of the date of the event requiring such lump sum payout, as the case may be.

(B) In the event Participant has selected investment an investment other than Stock Units or Common Shares, and such Participant has elected to take payment of the Deferral Account in installments, the Company shall pay the Participant annually installment payments, with each payment equal to the balance of the Deferral Account on the applicable anniversary date selected by Participant, divided by the number of installments remaining.

(C) In the event Participant has selected investment in Stock Units and/or Common Shares, and such Participant has elected to take payment of the Deferral Account in a lump sum payout, or a lump sum payout is otherwise required hereunder, the Company shall, subject to Section 16 of the Plan, issue to the Participant a number of Common Shares equal to the number of Stock Units and Common Shares in such Participant's Deferral Account.

(D) If Participant has selected investment in Stock Units and/or Common Shares, and such Participant has elected to take payment of the Deferral Account in installment payouts, such Participant shall receive on each installment payment date, subject to Section 16 of the Plan, a number of Common Shares equal to the total number of Stock Units and Common Shares in such Participant's Deferral Account, divided by the number of installments elected.

(E) Any distributions due by the Company under this Section 6 shall be made as soon as administratively feasible, but, subject to Section 16 of the Plan, in no event later than the thirtieth (30th) day after the day the amount of such payment is determined pursuant to this Section 6(b)(viii).

(ix) Section 457A. Notwithstanding anything herein to the contrary, to the extent necessary for this Directors Plan to comply with Section 457A of the Code, all amounts deferred pursuant to this Directors Plan and not distributed in accordance with the terms hereof before December 31, 2017 shall be distributed in lump sum to the applicable Participant on December 31, 2017.

(c) **Deferral Accounts**.

(i) Participants' Accounts. The Company shall establish and maintain an individual bookkeeping Deferral Account for each Participant. Each Deferral Account shall be credited with Stock Units in accordance with Section 6(a) of this Directors Plan, generally within five (5) business days of the applicable Grant Date, and as provided in Section 6(c)(ii). Each Deferral Account shall be credited with the value of any Director's Compensation deferred in accordance with Section 6(a) of this Directors Plan, generally within five (5) business days of the date on which such amounts would have otherwise been paid to the applicable Independent Director, and as provided in Section 6(c)(ii). Except as set forth in Section 5(e), each Participant shall be fully vested in his or her Deferral Account at all times.

(ii) Earnings on Deferred Amounts.

(1) A Participant's Deferral Account shall be credited with earnings (or losses) based on a deemed investment of the Participant's Deferral Account, as directed by each Participant, which deemed investment shall be Stock Units/Common Shares or one or more hypothetical investment alternatives made available by the Committee from time to time; provided, however, that amounts credited to a Participant's Deferral Account in respect of an award Stock Units under this Directors Plan must remain invested Stock Units and/or Common Shares. A Participant shall have no voting rights or any other rights as a holder of Common Shares with respect to any Stock Units or Common Shares allocated to his or her Deferral Account; provided, however, that notwithstanding the foregoing, to the extent a Participant has had Common Shares credited to such Participant's Deferral Account and the Company pays cash dividends with respect to the Common Shares, such Participant's Deferral Account will be credited with an additional number of Common Shares equal to (A) the dividend per Common Share multiplied by (B) the number of Common Shares in such Participant's Deferral Account divided by (C) the Fair Market Value of one Common Share on the date such dividend is paid to the holders of Common Shares.

(2) Deemed earnings (and losses) on a Participant's Deferral Account shall be credited to a Participant's Deferral Account on a daily basis. Any portion of a Participant's Deferral Account which is subject to distribution in installments shall continue to be credited with deemed earnings (or losses) until fully paid out to the Participant.

(3) The Committee reserves the right to change the options available for deemed investments under the Plan from time to time, or to eliminate any such option at any time. A Participant may specify a separate investment allocation with respect any portion of his or her Deferral Account, subject to limitations imposed by the Committee. Participants may modify their deemed investment instructions each business day with respect to any portion (whole percentages only) of their Deferral Account; provided they notify the Committee or its designee within the time and in the manner specified by the Committee. Elections and amendments thereto pursuant to this Section 6(c)(ii) shall be made in the manner prescribed by the Committee.

(iii) Designation of Beneficiary. Each Participant may designate a beneficiary or beneficiaries (each a "Beneficiary") who, upon the Participant's death, or physical or mental incapacity will receive the amounts that otherwise would have been paid to the Participant under this Directors Plan. All designations shall be signed by the Participant, and shall be in such form as prescribed by the Committee. Each designation shall be effective as of the date delivered to the Committee or its designee by the Participant. Participants may change their beneficiary designations on such form as prescribed by the Committee. The payment of amounts credited to a Participant's Deferral Account shall be in accordance with the last unrevoked written beneficiary designation that has been signed by the Participant and delivered to the Committee or its designee prior to the Participant's death. In the event that all the beneficiaries named by a Participant pursuant to this Section 6(c)(iii) predecease the Participant, the deferred amounts that would have been paid to the Participant or the Participant's beneficiaries shall be paid to the Participant's estate. In the event a Participant does not designate a beneficiary, or for any reason such designation is ineffective, in whole or in part, the amounts that otherwise would have been paid to the Participant or the Participant's beneficiaries under the Plan shall be paid to the Participant's estate.

(d) **Trust.** Nothing contained in this Directors Plan shall create a trust of any kind or a fiduciary relationship between the Company and any Participant. Nevertheless, the Company may establish one or more trusts, with such trustee(s) as the Committee may approve, for the purpose of providing for the payment of deferred amounts and earnings thereon. Such trust or trusts may be irrevocable, but the assets thereof shall be subject to the claims of the Company's general creditors upon the bankruptcy or insolvency of the Company.

(e) **Nontransferability**. Participants' rights to deferred amounts and earnings credited thereon under the Directors Plan may not be sold, transferred, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution, or pursuant to a domestic relations order, nor shall the Company make any payment under the Directors Plan to any assignee or creditor of a Participant.

7. Rights of Participants.

(a) **Contractual Obligation.** The Directors Plan shall create an unfunded, unsecured contractual obligation on the part of the Company to make payments due under Stock Unit awards, and to make payments from the Participants' Deferral Accounts when due. Payments under the Directors Plan shall be made out of the general assets of the Company or from the trust or trusts referred to in Section 6(d) above.

(b) **Unsecured Interest.** No Participant or party claiming an interest in benefits of a Participant hereunder shall have any interest whatsoever in any specific asset of the Company. To the extent that any party acquires a right to receive payments under the Directors Plan, such right shall be equivalent to that of an unsecured general creditor of the Company. Each Participant, by participating hereunder, agrees to waive any priority creditor status with respect to any amounts due hereunder. The Company shall have no duty to set aside or invest any amounts credited to Participants' Deferral Accounts or Stock Unit awards under this Directors Plan. Accounts established hereunder are solely for bookkeeping purposes and the Company shall not be required to segregate any funds based on such accounts.

8. **Miscellaneous.**

(a) **Notice.** Any notice or filing required or permitted to be given to the Company under the Directors Plan shall be sufficient if in writing and hand delivered, or sent by registered or certified mail to the Committee, and if mailed, shall be addressed to the principal executive offices of the Company. Notice mailed to a Participant shall be at such address as is given in the records of the Company. Notices to the Company shall be deemed given as of the date of delivery. Notice to a Participant or beneficiary shall be deemed given as of the date of hand delivery, or if delivery is made by mail, three (3) days following the postmark date.

(b) **Costs of the Directors Plan.** All costs of implementing and administering the Directors Plan shall be borne by the Company.

9. **Amendments and Termination**

The Company reserves the right to amend, modify, or terminate the Directors Plan (in whole or in part) at any time by action of the Board or the Committee, with or without prior notice. Except as described below in this Section 9, no such amendment or termination shall in any material manner adversely affect any Participant's rights to any amounts already deferred or credited hereunder or deemed earnings thereon, up to the point of amendment or termination, without the consent of the Participant. Termination of the Directors Plan shall not be a permitted distribution event, except to the extent permitted under Section 409A of the Code without the imposition of any additional taxes or other penalties under Section 409A of the Code. If payout is commenced pursuant to the operation of this Section 9, the payment of deferred amounts and earnings thereon shall be made in the manner selected by each Participant under Section 6(b)(iii) herein (other than the commencement date).

Subject to the above provisions, the Board shall have broad authority to amend the Directors Plan to take in to account changes in applicable securities and tax laws and accounting rules.

10. **General Provisions**

(a) **Additional Compensation Arrangements.** Nothing contained in this Directors Plan shall prevent the Board from adopting other or additional compensation arrangements, subject to stockholder approval if such approval is required, and such arrangements may be either generally applicable or applicable only in specific cases.

(b) **No Right to Continued Service.** Neither the adoption of the Directors Plan nor the award of Stock Units hereunder shall confer upon any individual any right to continued service as a member of the Board, nor shall it interfere in any way with the right of the Company to terminate the service of an individual at any time.

(c) **Arbitration.** Any individual making a claim for benefits under this Directors Plan may contest the Committee's decision to deny such claim or appeal therefrom only by submitting the matter to binding arbitration before a single arbitrator. Any arbitration shall be held in Los Angeles, California, unless otherwise agreed to by the Committee. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's authority shall be limited to the affirmation or reversal of the Committee's denial of the claim or appeal, based solely on whether or not the Committee's decision was arbitrary or capricious, and the arbitrator shall have no power to alter, add to, or subtract from any provision of this Directors Plan. Except as otherwise required by applicable law, the arbitrator's decision shall be final and binding on all parties, if warranted on the record and reasonably based on applicable law and the provisions of this Directors Plan. The arbitrator shall have no power to award any punitive, exemplary, consequential or special damages, and under no circumstances shall an award contain any amount that in any way reflects any of such types of damages. Each party shall bear its own attorney's fees and costs of arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. Governing Law.

The Directors Plan and all awards made and actions taken thereunder shall be governed by and construed in accordance with the internal laws of the State of California.

Exhibit 10.26

HERBALIFE LTD.
2005 STOCK INCENTIVE PLAN

INDEPENDENT DIRECTORS STOCK APPRECIATION RIGHT AGREEMENT

This Independent Directors Stock Appreciation Right Agreement (this "Agreement") dated as of January __, 20__ (the "Grant Date") between Herbalife Ltd., an entity organized under the laws of the Cayman Islands (the "Company"), and [DIRECTOR] ("Participant").

WHEREAS, the Company, by action of the Board established the Herbalife Ltd. Amended and Restated Independent Directors Deferred Compensation and Stock Appreciation Right Plan (the "Independent Directors Plan");

WHEREAS, the Board has determined that Participant is an independent director of the Company and the Company desires to encourage Participant to own Common Shares for the purposes stated in Section 1 of the Plan and the Independent Directors Plan;

WHEREAS, Participant and the Company have entered into this Agreement to govern the terms of the Stock Appreciation Right Award (as defined below) granted to Participant by the Company.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the Company and Participant, intending to be legally bound, hereby agree as follows:

1. Grant.

(a) The Company hereby grants to the Participant an Award of ____________ Stock Appreciation Rights (the "Award") in accordance with Section 8 of the Plan and subject to the terms and conditions set forth herein and in the Plan (each as amended from time to time). Each Stock Appreciation Right represents the right to receive, upon exercise of the Stock Appreciation Right pursuant to this Agreement, from the Company, a payment, paid in Common Shares, par value $.002 per share, of the Company (the "Common Shares"), equal to (i) the excess of the Fair Market Value, on the date of exercise, of one Common Share (as adjusted from time to time pursuant to Section 12 of the Plan) over the Base Price (as defined below) of the Stock Appreciation Right, divided by (ii) the Fair Market Value, on the date of exercise, of one Common Share, subject to terms and conditions set forth herein, in the Independent Directors Plan and in the Plan (each as amended from time to time).

(b) The "Base Price" for the Stock Appreciation Right shall be $_________ per share (subject to adjustment as set forth in Section 12 of the Plan).

(c) Except as otherwise defined herein, capitalized terms used herein shall have the meanings set forth in the Plan or the Independent Directors Plan, as applicable.

2. Vesting.

(a) Participant's Stock Appreciation Rights shall not be vested as of the Grant Date and shall be forfeitable unless and until otherwise vested pursuant to the terms of this Agreement. Subject to Participant's continued service as a member of the Board, the Award shall become vested with respect to 25% of the Stock Appreciation Rights awarded hereunder on each of April 15, 200__, July 15, 200__, October 15, 200__ and January 15, 200__ (each such date a "Vesting Date"). Stock Appreciation Rights awarded hereunder that have vested and are no longer subject to forfeiture are referred to herein as "Vested SARs." Stock Appreciation Rights awarded hereunder that are not vested and remain subject to forfeiture are referred to herein as "Unvested SARs."

(b) Notwithstanding anything herein or in the Plan to the contrary, upon the cessation of Participant's service as a member of the Board by reason of Participant's of death or disability (as such term if defined in Section 22(e) of the Code), all Unvested SARs shall vest as of the date of such termination of employment.

(c) Notwithstanding anything herein or in the Plan to the contrary, upon the occurrence of a Change of Control, the Award shall become immediately and fully vested and exercisable as of the date of the Change of Control.

3. Time for Exercise.

(a) Except as set forth in Paragraph 2(c) or Section 13 of the Plan, the Award (including both Vested SARs and Unvested SARs) shall not be exercisable on or before the dates specified in this Paragraph 3.

(b) Subject to Participant's continued service as a member of the Board, all then Vested SARs shall become exercisable on the second anniversary of the final Vesting Date.

(c) Notwithstanding anything herein to the contrary, in the event Participant ceases to be a member of the Board for any reason prior to the date specified in Paragraph 3(b), all then Vested SARs shall become exercisable on the date of such cessation of service.

4. Expiration. The Award shall expire on the seventh (7^{th}) anniversary of the Grant Date; provided, however, that the Award may earlier terminate as provided in Section 13 of the Plan.

5. Method of Exercise. The Award may be exercised by delivery to the Company (attention: Secretary) of a notice of exercise in the form specified by the Company specifying the number of shares with respect to which the Award is being exercised.

6. Fractional Shares. No fractional shares may be purchased upon any exercise.

7. Adjustments of Shares and Awards. Subject to Section 12(a) of the Plan, in the event of any change in the outstanding Shares by reason of an acquisition, spin-off or reclassification, recapitalization or merger, combination or exchange of Common Shares or other corporate exchange, Change of Control or similar event, the Committee shall adjust appropriately the number or kind of shares or securities subject to the Award and Base Prices related thereto and make such other revisions to the Award as it deems are equitably required. Any adjustments made pursuant to this Paragraph 7 shall be implemented in accordance with Section 409A of the Internal Revenue Code of 1986, as amended.

8. Compliance With Legal Requirements. The Award shall not be exercisable and no Common Shares shall be issued or transferred pursuant to this Agreement or the Plan unless and until all legal requirements applicable to such issuance or transfer have, in the opinion of counsel to the Company, been satisfied. Such legal requirements may include, but are not limited to, (i) registering or qualifying such Common Shares under any state or federal law or under the rules of any stock exchange or trading system, (ii) satisfying any applicable law or rule relating to the transfer of unregistered securities or demonstrating the availability of an exemption from applicable laws, (iii) placing a restricted legend on the Common Shares issued pursuant to the exercise of the Award, or (iv) obtaining the consent or approval of any governmental regulatory body.

9. Shareholder Rights. Participant shall not be deemed a shareholder of the Company with respect to any of the Common Shares subject to the Award, except to the extent that such shares shall have been purchased and transferred to Participant.

10. Taxes. Participant is liable and responsible for all taxes owed in connection with the Award, regardless of any action the Company takes with respect to any tax withholding obligations that arise in connection with the Award. The Company does not make any representation or undertaking regarding the treatment of any tax withholding in connection with the grant, vesting or settlement of the Award or the subsequent sale of Common Shares issuable pursuant to the Award. The Company does not commit and is under no obligation to structure the Award to reduce or eliminate Participant's tax liability.

11. Assignment or Transfer Prohibited. The Award may not be assigned or transferred otherwise than by will or by the laws of descent and distribution, and may be exercised during the life of Participant only by Participant or Participant's guardian or legal representative; provided, however, Participant may assign or transfer the Award to the extent permitted under the Independent Directors Plan, provided that the Award shall be subject to all the terms and condition of the Independent Directors Plan, the Plan, this Agreement and any other terms required by the Committee as a condition to such transfer. Neither the Award nor any right hereunder shall be subject to attachment, execution or other similar process. In the event of any attempt by Participant to alienate, assign, pledge, hypothecate or otherwise dispose of the Award or any right hereunder, except as provided for herein, or in the event of the levy or any attachment, execution or similar process upon the rights or interests hereby conferred, the Company may terminate the Award by notice to Participant, and the Award shall thereupon become null and void.

12. Committee Authority. Any question concerning the interpretation of this Agreement or the Plan, any adjustments required to be made under this Agreement or the Plan, and any controversy that may arise under this Agreement or the Plan shall be determined by the Committee in its sole and absolute discretion. All decisions by the Committee shall be final and binding.

13. Application of the Plan. The terms of this Agreement are governed by the terms of the Independent Directors Plan and the Plan, as both exist on the Grant Date and as amended from time to time. In the event of any conflict between the provisions of this Agreement and the provisions of the Independent Directors Plan and/or the Plan, the terms of the Independent Directors Plan or the Plan (as applicable) shall control, except as expressly stated otherwise in this Agreement. The term "Section" generally refers to provisions within the Independent Directors Plan or the Plan; provided, however, the term "Paragraph" shall refer to a provision of this Agreement.

14. General Provisions.

(a) No Waiver. No waiver of any provision of this Agreement will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.

(b) Undertaking. Participant hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either Participant or the Award pursuant to the express provisions of this Agreement.

(c) Entire Contract. This Agreement, the Independent Directors Plan and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. This Agreement is made pursuant to the provisions of the Independent Directors Plan and the Plan and will in all respects be construed in conformity with the express terms and provisions of the Independent Directors Plan and the Plan.

(d) Successors and Assigns. The provisions of this Agreement will inure to the benefit of, and be binding on, the Company and its successors and assigns and Participant and Participant's legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person will have become a party to this Agreement and agreed in writing to join herein and be bound by the terms and conditions hereof.

(e) Securities Law Compliance. Participant understands that the Company is under no obligation to register for resale the Common Shares issued upon exercise of the Award. The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by Participant or other subsequent transfers by Participant of any Common Shares issued as a result of or under this Award, including without limitation (i) restrictions under an insider trading policy, (ii) restrictions that may be necessary in the absence of an effective registration statement under the Securities Act of 1933, as amended, covering the Award and/or the Common Shares underlying the Award and (iii) restrictions as to the use of a specified brokerage firm or other agent for such resales or other transfers. Any sale of the Common Shares must also comply with other applicable laws and regulations governing the sale of such shares.

(f) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to any awards granted under the Plan by electronic means or to request Participant's consent to participate in the Independent Directors Plan and the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Independent Directors Plan and the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company, and such consent shall remain in effect throughout Participant's term of service with the Company and thereafter until withdrawn in writing by Participant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HERBALIFE LTD.

By: ______________________________

Name:
Title:

____
[DIRECTOR]

Exhibit 31.1

Section 302 Certification

I, Michael O. Johnson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Herbalife Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a -15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ MICHAEL O. JOHNSON
Michael O. Johnson
Chief Executive Officer

Dated: August 5, 2015

Exhibit 31.2

Section 302 Certification

I, John G. DeSimone, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Herbalife Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a -15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ JOHN G. DESIMONE
John G. DeSimone
Chief Financial Officer

Dated: August 5, 2015

Exhibit 32.1

CERTIFICATION
Pursuant to 18 U.S.C. Section 1350
Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Herbalife Ltd., or the Company, on Form 10-Q for the fiscal quarter ended June 30, 2015 as filed with the U.S. Securities and Exchange Commission on the date hereof, or the Report, and pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned officers of the Company certifies that:

- the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ MICHAEL O. JOHNSON
Michael O. Johnson
Chief Executive Officer

Dated: August 5, 2015

By: /s/ JOHN G. DESIMONE
John G. DeSimone
Chief Financial Officer

Dated: August 5, 2015

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.