

COMMERCIAL COURT IN BRUSSELS

No [handwritten:] JC- DC/27 [Jee]

The copies of the original deeds are at the Registrar of the Commercial Court in Brussels

President of the Commercial Court in Brussels

Domiciled as in interlocutory proceedings

Claim to suspend – Pyramid sale

A.R. 2004/7787

In the case of:

The Non-profit organisation Test-Aankoop, hereinafter: Test-Aankoop, with registered office at 1060 Brussels, Hollandstraat

Claiming party

Represented by Master P. Vergucht

Lawyer at 1700 Dilbeek, Ninoofsesteenweg 225.

VS

The public limited company Herbalife International Belgium, hereinafter: Herbalife, with registered offices at 1000 Brussels, Drukpersstraat 4, with KBO no 0450875596

Defending party

Represented by Master h. Tielemans

Lawyer at 1000 Brussel, Kunstlaan 44.

The Court ruled as follows:

25. Given the above the remaining arguments are not relevant to rule on this matter.

6 COSTS

26. Applying the Royal Decree of October 26, 2007 in establishing the administration of justice fee referred to in Article 1022 of the Judicial Code and in establishing when the date referred to in Articles 1 to 13 in the Act of April 21, 2007 regarding the recoverability of fees and costs associated with legal representation takes effect the base amount (non-monetarily assessable action) amounts to 1,320 Euro.

7 ORDER PART

On the basis of the above considerations the court rules as follows.

It declares the claim by the plaintiff as valid and founded to the following degree:

The court states that Herbalife is in breach of Articles 91, 4 and 99 of the Act regarding market practises and consumer protection because it has established, managed or promoted a pyramid scheme, whereby the consumer or a business stands to make money which is more likely the result of introducing new consumers or businesses into the scheme than from the sale or use of products. The court orders cessation of this breach and thus of the Herbalife pyramid scheme whereby a consumer or an business stands to make money which is more likely the result of introducing new consumers or businesses into the scheme than from the sale or use of products.

The court orders Herbalife to pay a fine of 5,000 Euro for each breach that is established from two months after the date of this ruling. The court sets the maximum of the forfeitable fines at 250,000 Euro.

The orders Herbalife to pay the costs estimated by Test Aankoop to amount to 1,320 Euro in court costs plus 192.88 Euro in summons fees.

The court rules this verdict immediately enforceable, notwithstanding legal recourse and without collateral.