

**WEIGHT WATCHERS ACCESSIBLE INFORMATION
SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into by and between Alice Ritchhart, Lillian Scaife, the American Council of the Blind (“ACB”) (collectively referred to as “Claimants”) and Weight Watchers International, Inc. (“Weight Watchers”), for the purposes and on the terms specified herein and operates in conjunction with the Confidential Addendum to this Agreement. Together Ritchhart, Scaife, ACB and Weight Watchers are referred to herein as the Parties.

RECITALS

A. By letter dated May 9, 2011, Claimants asserted that Weight Watchers was not complying with certain laws and regulations concerning accessibility of public facilities to persons with disabilities. In particular, Claimants asserted that Weight Watchers’ website and written program materials were not sufficiently accessible to persons with visual impairments. Weight Watchers denies these claims.

B. In August 2011, the Parties executed a Structured Negotiations Agreement to provide a framework for negotiating resolution of Claimants’ claims.

C. The Parties enter into this Agreement in order to resolve the Claimants’ claims and to avoid the burden, expense, and risk of potential litigation.

NOW, THEREFORE, the Parties hereby agree to the following provisions:

1. **Definitions.**

As used in this Agreement, the following terms shall be as defined below:

1.1. **Accessible PDF** means a PDF document that satisfies WCAG 2.0 Conformance Level AA Success Criteria.

1.2. **Alternative Formats** means Braille, large print, audio, and electronic formats as further described in Section 6 of this Agreement.

1.3. **Alternative Format Program** means the program set forth in this Agreement under which Weight Watchers will provide Alternative Formats for certain Weight Watchers documents.

1.4. **Audio Format** means a (i) live or synthesized voice recording on a compact disc that can be played in both a computer and a compact disc player (also referred to as Traditional CD Format); or (ii) live or synthesized voice recording in an MP3 file. Audio Format files have the features and functionality as further described in Section 6.3.2 of this Agreement.

1.5. Claimants' Counsel means Goldstein, Borgen, Dardarian & Ho and Law Office of Lainey Feingold, and the attorneys practicing law therein.

1.6. Customer Service Telephone means the main toll-free telephone number of Weight Watchers which is answered by customer service agents trained to respond to inquiries by both Weight Watchers members and the general public about Weight Watchers' programs and services.

1.7. Effective Date means April 15, 2013.

1.8. Person(s) with a Visual Impairment means any person who has a physical or mental impairment that substantially limits him or her in a major life activity involving seeing.

1.9. Plan Manager means the interactive tools available on the Weight Watchers Websites that Weight Watchers offers its members to assist them in participating in the Weight Watchers weight loss program. As of the Effective Date, the Plan Manager includes, among other features, a PointsPlus®Tracker and a Weight Tracker.

1.10. Reasonable Efforts means, with respect to a given obligation, the efforts that a reasonable entity in Weight Watchers' position would use to perform that obligation. An obligation to use Reasonable Efforts under this Agreement does not require Weight Watchers to: (a) take any actions that would cause Weight Watchers to incur an Undue Burden as defined in 28 C.F.R. 36.104, or (b) fundamentally alter the nature of the good, service, facility, privilege, advantage, or accommodation being offered by Weight Watchers.

1.11. Third-Party Content means web content, other than User-Generated Content, that is generated by a third party and not created or controlled by Weight Watchers.

1.12. User-Generated Content means content on the Weight Watchers Website that is generated by individual Weight Watchers members or subscribers and not created by Weight Watchers.

1.13. Weight Watchers Application for Mobile Devices (or "Weight Watchers App") means a program created by or for Weight Watchers for use on mobile devices that allows users to access information and perform tasks relating to the Weight Watchers program, such as tracking food consumption and activity, maintaining the Weight Tracker, looking up PointsPlus® values, browsing restaurants, and finding a Weight Watchers meeting.

1.14. Weight Watchers Website means the public website, including pages only available to paying Weight Watchers members, owned and operated by Weight Watchers. As of the Effective Date, the Weight Watchers Website has the url of <http://www.weightwatchers.com>. This term does not include the website at

<http://www.weightwatchersinternational.com>, any non-United States website, or any other website that does not include the domain name “weightwatchers.com,” including without limitation any website of a Weight Watchers franchisee. This term also does not include advertisements on the Weight Watchers Website that are not owned or controlled by Weight Watchers.

1.15. Weight Watchers Mobile Website means the public website, including pages only available to paying Weight Watchers members, owned and operated by Weight Watchers and expressly designed to be used with a browser on a mobile device. As of the Effective Date, the Weight Watchers Mobile Website has the url of <http://m.weightwatchers.com>. For all or part of the Term of this Agreement, certain features of the Weight Watchers Mobile Website may also be available via another url (as of the Effective Date <http://a.weightwatchers.com>). The term Weight Watchers Mobile Website does not include any non-United States mobile website, or any other mobile website that does not include the domain name “weightwatchers.com,” including without limitation any mobile website of a Weight Watchers franchisee. This term also does not include advertisements on the Weight Watchers Mobile Website that are not owned or controlled by Weight Watchers.

1.16. Weight Watchers Websites mean the Weight Watchers Website and the Weight Watchers Mobile Website.

2. Duration of Agreement.

The terms of this Agreement shall remain in effect through December 31, 2014.

3. Weight Watchers Websites Accessibility Provisions.

3.1. Subject to the terms of Section 3.3 of this Agreement, Weight Watchers will use Reasonable Efforts to ensure that the Weight Watchers Website substantially complies with the Web Content Accessibility Guidelines (WCAG) 2.0, Conformance Level AA Success Criteria (“Access Standard”) by June 15, 2013. The Parties acknowledge that some WCAG Conformance Level AA Success Criteria address features or design elements that may not be used on the Weight Watchers Website, and in such circumstances compliance with those Success Criteria will not be required.

3.2. Weight Watchers will use Reasonable Efforts to ensure that the Weight Watchers Mobile Website at a.weightwatchers.com substantially complies with the Web Content Accessibility Guidelines (WCAG) 2.0, Conformance Level AA Success Criteria (“Access Standard”) by the Effective Date. Weight Watchers will use Reasonable Efforts to ensure that the Weight Watchers Mobile Website at m.weightwatchers.com substantially complies with the Web Content Accessibility Guidelines (WCAG) 2.0, Conformance Level AA Success Criteria (“Access Standard”) by June 31, 2013. Weight Watchers will maintain the mobile site at a.weightwatchers.com during any period when m.weightwatchers.com does not

substantially comply with the Access Standard. The Parties acknowledge that some WCAG Conformance Level AA Success Criteria address features or design elements that may not be used on the Weight Watchers Mobile Website, and in such circumstances compliance with those Success Criteria will not be required.

3.3. Plan Manager.

3.3.1. Plan Manager. As of the Effective Date, a.weightwatchers.com substantially complies with the Access Standard. Until such time as m.weightwatchers.com or the Plan Manager on the Weight Watchers Website substantially complies with the Access Standard, Weight Watchers will maintain a.weightwatchers.com to provide tools that substantially comply with the Access Standard.

3.3.2. Weight Watchers will use Reasonable Efforts to add additional features of the Plan Manager (such as “Settings”) to the Weight Watchers Mobile Website in 2013, beginning with its July 2013 Mobile Website release. Whenever possible, Weight Watchers will give good faith consideration to additional features of the Plan Manager requested by Claimants and other Weight Watchers members with Visual Impairments.

3.3.3. As of the Effective Date, Weight Watchers will ensure that if the Plan Manager on the Weight Watchers Website does not substantially satisfy the Access Standard, it will include an easily locatable link to the Weight Watchers Mobile Website or another url that provides tools that substantially comply with the Access Standard.

3.3.4. In the event that Weight Watchers develops a Plan Manager for the Weight Watchers Website that uses a different software platform than is in use as of the Effective Date, it will use Reasonable Efforts to ensure that the Plan Manager on the Weight Watchers Website substantially complies with the Access Standard as of the date it is released and made available to the public.

3.4. Accessibility Consultant. During the term of this Agreement, Weight Watchers shall retain an outside consultant to assist Weight Watchers’ principal web developer in ensuring substantial compliance with the Access Standard. The selection of this Accessibility Consultant shall be subject to Claimants’ consent, which shall not be unreasonably withheld. At a minimum, the Accessibility Consultant shall perform an accessibility review and compliance validation of a number of web pages on the Weight Watchers Websites, to be determined by the Accessibility Consultant.

3.5. User-Generated Content.

3.5.1. Section 3 of this Agreement shall not apply to any User-Generated Content on the Weight Watchers Website.

3.5.2. Weight Watchers will use Reasonable Efforts to ensure that, no later than June 15, 2013, the pages on the Weight Watchers Websites on which User-Generated Content is posted, and the options on the Weight Watchers Websites that allow users to generate and review such content, substantially comply with the Access Standard when considering the page without the content posted by the individual Weight Watchers member or subscriber.

3.5.3. Options provided on the Weight Watchers Websites for members or subscribers to generate User-Generated Content will allow them to generate content that meets the Access Standard no later than August 1, 2013.

3.6. Third-Party Content. Except as expressly set forth in this Section 3.6 and in Section 3.5 (User-Generated Content), Section 3 of this Agreement shall not apply to any Third-Party Content on the Weight Watchers Websites.

3.6.1. New Third-Party Content After the Effective Date. If, on or after the Effective Date, Weight Watchers enters any contract for creation or use of Third-Party Content on the Weight Watchers Websites, Weight Watchers will require the contracting party to use Reasonable Efforts to comply with the Access Standard.

3.6.2. Advertisements. As defined in this Agreement the term Weight Watchers Websites does not include advertisements not owned or controlled by Weight Watchers, and therefore Section 3 of this Agreement shall not apply to any advertisements on the Weight Watchers Websites. However, Weight Watchers will use Reasonable Efforts to ensure that each advertising link or image shall be placed on the Weight Watchers Websites in a manner that informs the user that it is an advertisement.

3.6.3. Communications with Third Party Vendors. If Claimants notify Weight Watchers of Third Party Content that does not meet the Access Standard, within thirty days Weight Watchers will request in writing that third parties supplying the web content to Weight Watchers bring their content into conformance with the Access Standard. Weight Watchers will request that the vendors provide a written response within thirty (30) days.

3.6.4. If Weight Watchers is notified that a third party vendor will not bring its content into conformance with the Access Standard, Weight Watchers will use good faith efforts to find an alternative vendor that provides the content in compliance with the Access Standard, subject to Weight Watchers' existing contractual obligations to the third party vendor. Weight Watchers will not be required to violate any confidentiality or non-disclosure agreements for any purpose or to terminate a pending third party vendor contract prior to its expiration date.

3.7. CAPTCHAs.

3.7.1. As of the Effective Date, if any Completely Automated Public Turing Test to Tell Computers and Humans Apart or similar visual or textual

Turing or reverse-Turing verification test (referred herein as “CAPTCHA”) is used on the Weight Watchers Websites, Weight Watchers will incorporate alternative security measures that are usable by Persons with Visual Impairments.

3.7.2. Testing of Proposed Alternatives to Visual Verifications. If Weight Watchers plans to include a CAPTCHA on any of the Weight Watchers Websites, it will provide a method for Claimants’ representatives to test the alternative security measure to ensure that it is usable by Persons with Visual Impairments prior to the inclusion of the CAPTCHA on the Weight Watchers Websites. Weight Watchers will give good faith consideration to all feedback provided by Claimants’ representatives if it is provided in writing within fifteen (15) days of the testing.

3.8. PDF Documents on the Weight Watchers Websites.

3.8.1. Weight Watchers will use Reasonable Efforts to ensure that all PDF documents posted on the Weight Watchers Websites are Accessible PDFs.

3.8.2. Alternative Versions of PDF Documents on the Weight Watchers Websites. If Weight Watchers posts on the Weight Watchers Websites a PDF document that is not an Accessible PDF document, Weight Watchers will post an html version of the information contained in the PDF document.

3.8.3. Section 3.8 of this Agreement shall only apply to PDF documents created by or for Weight Watchers and intended for use by customers or prospective customers of Weight Watchers.

3.9. Enforcement of Web Provisions.

3.9.1. The procedures set forth in Sections 3.9.2 – 3.9.5 must be exhausted prior to utilization of the Dispute Resolution Procedure set forth in Section 11, in the event that (i) Claimants allege that Weight Watchers has failed to meet its obligations pursuant to Section 3 of this Agreement, or (ii) Weight Watchers alleges that there is a Success Criteria of WCAG 2.0 Conformance Level AA with which it cannot substantially comply despite Reasonable Efforts. There will be no breach of the Agreement in connection with such allegations until these procedures have been exhausted.

3.9.2. Claimants will notify Weight Watchers in writing if they believe there is a page or a posted document on the Weight Watchers Websites that does not meet the Access Standard set forth in Section 3 of this Agreement. Weight Watchers will notify Claimants in writing if it believes there is a Success Criteria with which it cannot substantially comply despite Reasonable Efforts.

3.9.3. Within thirty (30) days of either Party receiving written notice as described in Section 3.9.2, the other Party will respond in writing to the Notice. Within ten (10) days of receipt of the response, the Parties will meet by telephone in an attempt to informally resolve the issue. At Claimants request, the Accessibility

Consultant will provide further explanation of the issue and information as to what would be required for the page or document at issue to satisfy WCAG 2.0 Level AA Success Criteria.

3.9.4. If the issue remains unresolved within 30 days of the telephone meeting, Weight Watchers will hire a mutually agreed upon third party with web accessibility expertise (someone other than the Accessibility Consultant) to provide an opinion on the issue within 30 days. There will be no breach of this Agreement unless the consultant determines that:

3.9.4.1. In regards to notice from Claimants, the challenged web page or posted document, or portion thereof, (a) does not substantially comply with the standards set forth in this Agreement, subject to all limitations in this Agreement; and (b) Weight Watchers fails to remedy the issue as soon as practicable, but in any event within six months of receiving the accessibility consultant's opinion.

3.9.4.2. In regards to a Weight Watchers notice, Weight Watchers can substantially comply with a Success Criteria by using Reasonable Efforts, and Weight Watchers fails to remedy the issue as soon as practicable, but in any event within six months of receiving the accessibility consultant's opinion.

4. Weight Watchers Applications for Mobile Devices Accessibility Provisions.

4.1. Weight Watchers will use Reasonable Efforts to ensure that the Weight Watchers Applications for Mobile Devices substantially comply with the Web Content Accessibility Guidelines (WCAG) 2.0, Conformance Level AA Success Criteria by no later than December 31, 2013. The Parties recognize that some WCAG 2.0 Level A and AA Success Criteria address features or design elements that might not be used on Weight Watchers Applications for Mobile Devices and in such circumstances compliance with those Success Criteria is not required. The Parties also recognize that the accessibility of features used on Weight Watchers Applications for Mobile Devices are dependent on the operating systems of third parties, over which Weight Watchers has no control.

4.2. Weight Watchers will use Reasonable Efforts to make each release of a Weight Watchers Application for Mobile Devices available to the Claimants for testing as soon as practicable. Claimants may provide feedback on the Application(s) and Weight Watchers shall consider in good faith all feedback provided by Claimants. Within ten days after Claimants provide their feedback to Weight Watchers, the Parties shall meet over the telephone regarding the accessibility and usability of the content, features and functions of the Application(s).

4.3. Mutually Agreed On Consultant for Weight Watchers Applications for Mobile Devices. During the term of this Agreement, Weight Watchers shall retain an outside consultant to assist Weight Watchers' mobile application developer(s) in ensuring

substantial compliance with the Access Standard. The selection of this Accessibility Consultant shall be subject to Claimants' consent, which shall not be unreasonably withheld.

4.4. The terms of Section 4 of this Agreement shall initially only apply to Weight Watchers Applications for Mobile Devices on platforms developed by Apple, Inc. The Parties shall continue to discuss terms and timetable for extending these provisions to other platforms.

5. Usability Testing.

5.1. Usability Testing of the Weight Watchers Websites. At least once annually during the Term of the Agreement, Weight Watchers will work with the Accessibility Consultant, or other mutually agreed on consultant, to ensure that the Weight Watchers Websites are tested by a cross-section of People with Visual Impairments using different types of devices, assistive technology, browsers, and operating systems. Throughout the Term of the Agreement, Weight Watchers will also accept feedback from Claimants regarding the accessibility and usability of the Weight Watchers Websites.

5.2. Usability Testing of Proposed Alternatives to Visual Verifications. If Weight Watchers plans to include a CAPTCHA on the Weight Watchers Websites, Weight Watchers will work with the Accessibility Consultant, or other mutually agreed on consultant, to ensure that (i) there is an alternative security measure and; (ii) the usability of the alternative security measure is tested by a cross-section of People with Visual Impairments using different types of devices, assistive technology, browsers, and operating systems, prior to the inclusion of the CAPTCHA on the Weight Watchers Websites. Weight Watchers will also accept feedback from Claimants regarding the accessibility and usability of such CAPTCHA.

5.3. Usability Testing of Applications for Mobile Devices. At least once annually during the Term of the Agreement, Weight Watchers will work with the Accessibility Consultant, or other mutually agreed on consultant, to ensure that the Weight Watchers Applications for Mobile Devices are tested by a cross-section of People with Visual Impairments using the device for which the Application is available. Weight Watchers will also accept feedback from Claimants regarding the accessibility and usability of the Applications for Mobile Devices.

5.4. Weight Watchers will give good faith consideration to all usability testing results and other feedback (collectively "Feedback") provided pursuant to this Section that is consistent with the terms of this Agreement. Weight Watchers will respond to any Feedback provided by Claimants.

6. Alternative Formats for Print Information.

6.1. Braille Format.

6.1.1. Documents Available in Braille Format. Commencing no later than January 2013, and throughout the Term of the Agreement, Weight Watchers will provide the Weight Watchers documents listed in Exhibit A in Braille to Persons with Visual Impairments, upon request as set forth in Section 7.1.1 herein, pursuant to the following terms.

6.1.2. Braille Standards. Braille materials provided pursuant to this Agreement shall comply, whenever possible, with the Braille Authority of North America's standards ("BANA Standards") for printing and binding Braille materials, currently found at www.brailleauthority.org. If, during the Term of this Agreement, Claimants notify Weight Watchers in writing that Braille materials provided pursuant to this Agreement are not in compliance with the BANA Standards, Weight Watchers will forward the notice to its Braille vendor(s) for response. Weight Watchers will use good faith efforts to arrange a conference call with Claimants and the vendor to discuss the vendor's response to the notice. No dispute regarding this section will be initiated under Section 11 of this Agreement until at least 60 days after such notice.

6.1.3. Binding. Braille documents that are fewer than ten (10) sheets of paper in length will be stapled using a heavy-duty manual stapler. Braille documents that are ten (10) to twenty (20) sheets of paper in length shall be stapled using only an electronic production stapler. Braille documents that are at least twenty-one (21) sheets of paper in length shall be bound using spiral, "wiro," or saddle stitch binding. All stapled or bound documents shall allow sufficient space on the left margin so as not to restrict reading.

6.1.4. Completeness. Each Braille document provided pursuant to this Agreement shall include all of the text and other program content that is contained in the standard print version of the same document that is made available to the general public. Non-text content that is pure decoration, is used for visual formatting only, or duplicates information provided in the text need not be included in Braille Format.

6.2. Large Print Information.

6.2.1. Documents Available in Large Print Format. Commencing no later than January 2013, and throughout the Term of the Agreement, Weight Watchers will provide the Weight Watchers documents listed in Exhibit B in Large Print to Persons with Visual Impairments, upon request as set forth in Section 7.1.1 herein, pursuant to the following terms.

6.2.2. Large Print Standards. Large Print materials provided pursuant to this Agreement shall comply, whenever possible, with the Best Practices and Guidelines for Large Print Documents used by the Low Vision Community, issued by the Council of Citizens with Low Vision ("CCLVI Standards") for printing and binding Large Print materials, currently found at <http://www.cclvi.org/large-print-guidelines.html>.

If, during the Term of this Agreement, Claimants notify Weight Watchers in writing that Large Print materials provided pursuant to this Agreement are not in compliance with the CCLVI Standards, Weight Watchers will forward the notice to its Large Print vendor(s) for response. Weight Watchers will use good faith efforts to arrange a conference call with Claimants and the vendor to discuss the vendor's response to the notice. No dispute regarding this section will be initiated under Section 11 of this Agreement until at least 30 days after such notice.

6.2.3. Binding. Large Print documents that are twenty (20) or fewer sheets of paper in length will be stapled using only an electronic production stapler. Large Print documents that are at least twenty-one (21) sheets of paper in length shall be bound using spiral or "wiro," or saddle stitch binding. All stapled or bound documents shall allow sufficient space on the left margin so as not to restrict reading.

6.2.4. Completeness. Each Large Print document provided to Persons with Visual Impairments pursuant to this Agreement shall include all of the text and other program content contained in the standard print version of the same document that is provided to the general public. Non-text content that is pure decoration, is used for visual formatting only, or duplicates information provided in the text, need not be included in Large Print Format.

6.3. Audio Format.

6.3.1. Documents Available in Audio Format. Commencing no later than January 2013, and throughout the Term of the Agreement, Weight Watchers will provide the Weight Watchers documents listed in Exhibit C in Audio Format to Persons with Visual Impairments, upon request as set forth in Section 7.1.1 herein, pursuant to the following terms.

6.3.2. Audio Standards. Audio CDs and Audio MP3 files provided pursuant to this Agreement shall have the following features: (i) the document being read should be identified by name at the beginning of the audio file; (ii) a table of contents should be provided at the beginning of the audio file; (iii) when the document is divided into chapters, each chapter should be in a separate track so the user can go directly to the desired information; (iv) whether live or digital, audio information must be clearly enunciated; (v) the end of the publication should be identified; (vi) Audio CDs should be delivered in a CD Case, with the name of the document labeled on the CD case in both Braille and Large Print, meeting the standards for such formats set forth in this Agreement; (vii) charts and complex information will be presented in a manner that enables the listener to effectively obtain the information; and (viii) all audio CDs must be able to be played both in a computer and in a CD player.

6.3.3. Completeness. When a document is provided in Audio Format to Persons with Visual Impairments pursuant to this Agreement, the Audio recording (whether live or synthetic speech) shall include all of the text and other program content contained in the standard print version of the same document that is

provided to the general public. Non-text content that is pure decoration, is used for visual formatting only, or duplicates information provided in the text, need not be included in Audio Format.

6.4. Electronic Format.

6.4.1. Weight Watchers Weekly. Commencing no later than March 15, 2013, and throughout the Term of the Agreement, Weight Watchers will provide the Weight Watchers Weekly in Accessible PDF Format to Persons with Visual Impairments, upon request as set forth in Section 7.1.1 herein.

6.4.2. Electronic Format Meeting. During the meeting in the second half of 2013 as provided for in Section 9.1, the Parties shall discuss the provision of additional materials offered by Weight Watchers in electronic formats for Persons with Visual Impairments.

7. Alternative Format Policy.

7.1. Weight Watchers has developed an Alternative Format Policy, and will maintain that Policy through the Term of the Agreement. The Policy is and will remain available to the public and includes the following:

7.1.1. Methods for Requesting Alternative Formats. Weight Watchers will provide a system for Persons with Visual Impairments to request the Alternative Formats set forth above for the materials set forth in Exhibits A-C and Section 6.4.2 of this Agreement at Weight Watchers meetings. In addition, Weight Watchers will provide a system for Persons with Visual Impairments to request the Weight Watchers Weekly in electronic format as provided in Section 6.4.1 by email or telephone. Weight Watchers will begin accepting requests for Alternative Formats as required by this Agreement from Persons with Visual Impairments no later than the Effective Date. Nothing in this Agreement requires Weight Watchers to provide Alternative Formats to persons who would not otherwise be entitled to receive documents in standard print format, or who are not Persons with Visual Impairments.

7.1.2. Timeliness of Providing Requested Information. Beginning with requests received on or after the Effective Date, Weight Watchers will provide to Persons with Visual Impairments their requested Weight Watchers documents in the requested Alternative Format as soon as practicable, but in any event within ten business days.

7.1.3. Method for Providing Feedback. Weight Watchers will accept feedback from Persons with Visual Impairments on the Alternative Format Program and Alternative Formats received under the Program.

7.1.4. Description of Formats Available. The Alternative Format Policy shall include (i) a description of the Alternative Formats available as part of the

Alternative Format Program; and (ii) information about the availability of documents in Accessible PDF or HTML formats on the Weight Watchers Websites.

7.1.5. No Additional Charge for Alternative Formats. The Alternative Format Policy shall state that there will be no additional charge for Persons with Visual Impairments to request and receive Alternative Formats, beyond the amounts charged by Weight Watchers for standard print versions of the same materials or for the same services not in Alternative Formats. Nothing in this Agreement prevents Weight Watchers from imposing charges for any documents or Alternative Formats provided to individuals who are not Persons with Visual Impairments.

7.2. Finalizing Alternative Format Policy.

7.2.1. As of the Effective Date, Weight Watchers has finalized the Alternative Format Policy described in Section 7.1.

7.2.2. The Alternative Format Policy will be implemented in a timely manner so that Persons with Visual Impairments can begin to make requests for Alternative Formats no later than the Effective Date and receive the Formats pursuant to the time frames set forth in the policy.

7.3. Information on the Weight Watchers Website. As of the Effective Date, Weight Watchers will post a copy of the Alternative Format Policy, or a detailed summary thereof, or a link thereto on the Accessibility Information Page.

8. Accessibility Information Page on the Weight Watchers Website.

8.1. By the Effective Date, Weight Watchers will post an Accessibility Information page or pages on the Weight Watchers Website. The page(s) will include, at a minimum: (i) a statement that Weight Watchers has adopted the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA as its website accessibility goal; (ii) FAQs regarding use of the site by Persons with Visual Impairments; (iii) usability tips for users of the Weight Watchers Websites and Mobile Applications who are Persons with Visual Impairments; (iv) information about the Alternative Format Program or a link to the Alternative Format Policy; and (v) a web-based (or e-mail), and telephone-based method for Persons with Visual Impairments to contact Weight Watchers regarding accessibility concerns.

8.2. Weight Watchers will provide Claimants with a copy of the Accessibility Information page(s) and FAQs prior to their being finalized. Claimants will provide their feedback on this information within fifteen (15) days of receipt, and Weight Watchers will consider the feedback provided by Claimants in good faith. The Accessibility Information Page(s) will, at a minimum, be available from a link on the footer of the Weight Watchers Home Page and all pages where the footer appears. It will also be listed as a help topic on the Weight Watchers Help Page, currently found at <http://www.weightwatchers.com/help/index.aspx>.

9. Meetings Regarding this Agreement.

9.1. On a mutually agreed upon date semi-annually during the Term of this Agreement, beginning in the first six months of 2013, the Parties will meet by telephone to discuss any issue concerning implementation of this Agreement. At least ten days prior to the meeting, Weight Watchers will provide Claimants with information on any difficulties Weight Watchers had in meeting the terms of the Agreement during the previous six months. If applicable and not already provided pursuant to Sections 3.9 or 11, Claimants will provide Weight Watchers with information on any claims it is making that Weight Watchers has not complied with the terms of the Agreement during the previous six months.

9.2. Upon reasonable request of Claimants, Weight Watchers will invite one or more Alternative Format vendor(s), as appropriate, to participate in the meeting.

9.3. Upon reasonable request of Claimants, at the meeting held during the second half of 2013, the Parties will discuss in good faith: (i) whether any adjustments are needed to Exhibits A, B and C, including adding new documents offered in print format by Weight Watchers for the first time within the previous six months; (ii) the issue set forth in Section 6.4.2 regarding electronic formats; and (iii) extending the provisions of Section 4 to mobile platforms other than those using an iOS (Apple) operating system.

10. Training of Weight Watchers Staff. Weight Watchers will provide training to designated staff as set forth herein in a timely manner to ensure compliance with the terms of this Agreement.

10.1. Meeting Leaders and Telephone Customer Service Staff. Weight Watchers will provide training to Meeting Leaders, and to designated telephone customer service personnel who answer inquiries from members and prospective members on appropriate communications with Persons with Visual Impairments, including the following subjects: (i) appropriate techniques for reading documents to Persons with Visual Impairments effectively; (ii) the Alternative Formats Policy; (iii) procedures for receiving and processing requests for Alternative Formats; (iv) informing Weight Watchers members about the availability of Alternative Formats as set forth in the Alternative Format Policy; (v) the existence and content of the Accessibility Information Page; (vi) how to handle complaints regarding Alternative Formats and issues involving the accessibility of the Weight Watchers Websites or Mobile Applications; and (vii) appropriately conducting meetings and communicating program content during meetings at which Persons with Visual Impairments are in attendance.

10.2. Web and Mobile Application Development Staff. Weight Watchers will ensure that employees and contractors responsible for ensuring that the Weight Watchers Websites and Mobile Applications meet the Access Standard have received appropriate training.

10.3. Weight Watchers will provide Claimants with a copy of the training materials prior to their being finalized. Claimants will provide their feedback on the training materials within fifteen (15) days of receipt, and Weight Watchers will consider the feedback provided by Claimants in good faith.

11. Procedures in the Event of Disputes.

11.1. Notice of Non-Compliance. If a Party believes that any other Party has not complied with any provision of this Agreement, that Party shall provide the other Party with Notice of Non-Compliance containing the following information: (i) the alleged act of non-compliance; (ii) a reference to the specific provision(s) of the Settlement Agreement or Confidential Addendum that are involved; (iii) a statement of the remedial action sought by the initiating party; (iv) a brief statement of the specific facts, circumstances and legal argument supporting the position of the initiating Party.

11.2. Response. Within thirty (30) days of receipt of a Notice provided pursuant to Section 11.1, the non-initiating Party shall respond to the initiating Party in writing.

11.3. Meet and Confer. Within two weeks after the response described above, the Parties shall informally meet and confer and attempt to resolve the issues raised in the Notice.

11.4. Submission to Mediation. If the matters raised in a Notice provided pursuant to Section 11.1 are not resolved within forty-five (45) days of the initial meet and confer required by Section 11.3, either Party may submit the unresolved matters to nonbinding mediation before a mediator affiliated with Judicial Arbitration & Mediation Services ("JAMS"), or such other mediator as the Parties may jointly designate.

11.5. Submission to Arbitration. If mediation fails to resolve the matter, the Parties then will settle the matter finally by means of arbitration conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures at a mutually convenient location. The award of the arbitrator will be enforceable in a court of competent jurisdiction.

12. Notice or Communication to Parties. Any notice or communication required or permitted to be given to the Parties hereunder shall be given in writing by e-mail and by overnight express mail or United States first class mail, addressed as follows:

To: Claimants:

Linda M. Dardarian
c/o Goldstein, Borgen, Dardarian & Ho
300 Lakeside Drive, Suite 1000
Oakland, CA 94612
e-mail: ldardarian@gbdhlegal.com

Lainey Feingold
Law Office of Lainey Feingold
1524 Scenic Avenue
Berkeley, CA 94708
e-mail: LF@LFLegal.com

To: Weight Watchers:

General Counsel
Weight Watchers International, Inc.
675 Avenue of the Americas, 6th Floor
New York, NY 10010

The Parties shall promptly provide written notice of any changes in the persons listed above, or their contact information.

13. Publicity Regarding This Agreement and Its Terms. On a mutually agreed upon date after the Parties have executed the Agreement, the Parties will issue the press release attached hereto as Exhibit D.

14. Agreement Binding on Assigns and Successors; No Third Party Beneficiaries.

14.1. Assigns and Successors. This Agreement shall bind any assigns and successors of Weight Watchers.

14.2. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties hereto only and no other person or entity shall be entitled to rely hereon, receive any benefit herefrom, or enforce against either party any provision hereof. The parties specifically intend that there be no third party beneficiaries to this Agreement.

15. Force Majeure. The performance of Weight Watchers under this Agreement shall be excused during the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to acts of God, strikes or lockouts, unavailability of parts, equipment or materials through normal supply sources, security threat, or any other event of force majeure. If Weight Watchers seeks to invoke this section as the result of an event of force majeure it shall notify Claimants in writing as soon as reasonably practicable, specifying the particular action(s) that could not be performed and the specific reason for non-performance. Claimants' Counsel and Weight Watchers will thereafter meet and confer regarding an alternative schedule for completion of the action that could not be performed, or an alternative action.

16. By entering into this Agreement, Weight Watchers does not admit, and specifically denies, that it has violated or failed to comply with any provisions of the ADA, any applicable laws of any state relating to accessibility for Persons with Visual

Impairments, any regulations or guidelines promulgated pursuant to those statutes, or any other applicable laws, regulations, or legal requirements. Neither this Agreement, nor any of its Exhibits, terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Weight Watchers of any such violation or failure to comply with any applicable law. This Agreement and its terms and provisions, including all Exhibits, shall not be offered or received as evidence for any purpose whatsoever against Weight Watchers in any action or proceeding, other than a proceeding to enforce the terms of this Agreement and the Confidential Addendum executed herewith.

17. Exhibits. The terms of any Exhibits attached hereto are fully incorporated into this Agreement and are an integral part thereof. The terms of this Agreement, where applicable, are fully incorporated into all Exhibits and are, where applicable, an integral part thereof. The use of the term “Agreement” herein includes all Exhibits.

18. Multiple Originals/Execution in Counterparts. Each party and Claimants’ Counsel shall sign three (3) copies of this document and each such copy shall be considered an original. This document may be executed in counterparts and facsimile and PDF signatures shall be accepted as original.

[The rest of this page is intentionally left blank.]

SO AGREED:

American Council of the Blind

Weight Watchers International, Inc.

By: _____
Melanie Brunson

By: _____
Name:

Title: Executive Director

Title:

Date: _____

Date: _____

By: _____
Lillian Scaife

By: _____
Alice Ritchhart

Date: _____

Date: _____

APPROVED AS TO FORM

Goldstein, Borgen, Dardarian & Ho

Weight Watchers International, Inc.

By: _____
Linda M. Dardarian

By: _____
Name:

Date: _____

Date: _____

Law Office of Lainey Feingold

By: _____
Lainey Feingold

Date: _____

EXHIBIT A

LIST OF DOCUMENTS AVAILABLE IN BRAILLE

Pocket Guide
Welcome to Weight Watchers
Tracker (Current Member)
Welcome To Goal
Young People Action Sheet
Weight Record
FAQs
Powerstart Worksheet #1
Powerstart Worksheet #2
Registration Card*
Monthly Pass Activation Form*
Monthly Pass Cancellation Policy
California Refund Policy Letter

*Informational content only, not form itself.

EXHIBIT B

LIST OF DOCUMENTS AVAILABLE IN LARGE PRINT

Pocket Guide
Welcome to Weight Watchers
Tracker (Current Member)
Welcome To Goal
Young People Action Sheet
Weight Record
FAQs
Powerstart Worksheet #1
Powerstart Worksheet #2
Registration Card*
Monthly Pass Activation Form*
Monthly Pass Cancellation Policy
California Refund Policy Letter

*Informational content only, not form itself.

EXHIBIT C

LIST OF DOCUMENTS AVAILABLE IN AUDIO FORMAT

Pocket Guide
Welcome to Weight Watchers
Tracker (Current Member)
Welcome To Goal
Young People Action Sheet
Weight Record
FAQs
Powerstart Worksheet #1
Powerstart Worksheet #2
Registration Card*
Monthly Pass Activation Form*
Monthly Pass Cancellation Policy
California Refund Policy Letter

*Informational content only, not form itself.

EXHIBIT D

PRESS RELEASE

WEIGHT WATCHERS ANNOUNCES ACCESSIBILITY INITIATIVE FOR BLIND AND VISUALLY IMPAIRED MEMBERS

Broad-based Initiative Praised by Blind Community Leaders

NEW YORK, NY (*Date*) – Weight Watchers International, Inc. (NYSE: WTW) today announced its ongoing initiative to make its websites, mobile applications and print information more accessible and inclusive for its members and subscribers with visual impairments. The efforts were praised by blind community leaders.

Weight Watchers has adopted the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA as its accessibility standard for both web and mobile applications, and has already made substantial enhancements to its websites to meet this standard. Weight Watchers has also strengthened its system for providing Braille, Large Print, and Audio versions of print information to members with visual impairments.

“Ensuring a high level of engagement and convenience for consumers is extremely important to us,” said Catherine Ulrich, Senior Vice President of WeightWatchers.com. “From product development to the work of our dedicated Service Providers in meetings rooms, we are committed to supporting all of our members and online subscribers in their weight loss journeys. We hope that our accessibility efforts empower those with visual impairments to better manage their food environment and establish daily routines that can become long-term healthy habits.”

Weight Watchers worked with the American Council of the Blind and Weight Watchers members and subscribers with vision loss on its accessibility initiative.

Alice Ritchhart, of Georgia, and Lillian Scaife, of California, are blind and love the Weight Watchers program.

“We appreciate Weight Watchers’ leadership in recognizing the needs of all consumers, including those who have visual impairments. This initiative builds on Weight Watchers’ tradition of outstanding customer service,” stated Lillian Scaife.

“We believe Weight Watchers is the best weight loss program out there, and we are very excited that the online tools and print information will be more available to us as a result of this commitment,” said Alice Ritchhart.

Kim Charlson, First Vice President of the American Council of the Blind, also praised the company’s initiative: “We’re thrilled that people with visual impairments will be able to take greater advantage of the wonderful tools and information that Weight Watchers

offers. Like sighted people, people who are blind want to stay fit, be healthy and lose weight. Thank you Weight Watchers for recognizing the needs of your blind members.”

Weight Watchers has already begun making accessibility improvements, and will continue doing so in the future. Information about the initiative can be found on the Weight Watchers website at

<http://www.weightwatchers.com/help/index.aspx?pageid=1396161> .

About the Web Content Accessibility Guidelines (WCAG)

The WCAG 2.0 guidelines are promulgated by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C) and ensure that sites are more accessible to persons with visual and other disabilities. Many Weight Watchers customers will not notice any differences to the site or the mobile applications, as the Guidelines do not affect the content or look and feel. The guidelines are of particular benefit to blind computer users who use screen reader voice output or magnification technology on their computers and mobile devices and who, like some individuals with mobility impairments, rely on a keyboard instead of a mouse for navigation.

The W3C is an international community that develops open standards to ensure the long-term growth of the Web. The Web Accessibility Initiative is a program of the W3C that works with site owners, developers, people with disabilities and other interested parties to develop accessibility standards. More information available at w3.org/WAI.

About Weight Watchers International, Inc.

Weight Watchers International, Inc. is the world's leading provider of weight management services, operating globally through a network of Company-owned and franchise operations. Weight Watchers holds over 40,000 meetings each week where members receive group support and learn about healthy eating patterns, behavior modification and physical activity. WeightWatchers.com provides innovative, subscription weight management products over the Internet and is the leading Internet-based weight management provider in the world. In addition, Weight Watchers offers a wide range of products, publications and programs for those interested in weight loss and weight control.

About American Council of the Blind

American Council of the Blind is a national consumer-based advocacy organization working on behalf of blind and visually impaired Americans throughout the country, with members organized through seventy state and special interest affiliates. ACB is dedicated to improving the quality of life, equality of opportunity and independence of all people who have visual impairments. Its members and affiliated organizations have a long history of commitment to the advancement of policies and programs which will enhance independence for people who are blind and visually impaired. More information about

ACB can be found by visiting www.acb.org.

Contact

Weight Watchers

Name: Stephanie Schulman

Phone: 212.817.4262

Email: Stephanie.Schulman@weightwatchers.com

American Council of the Blind

Name: Kim Charlson

Phone: 617.972.7249

Email: kim.charlson@perkins.org