Section 1: 10-Q (10-Q)

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 July 1, 2017

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: 001-16769

WEIGHT WATCHERS INTERNATIONAL, INC.
(Exact name of registrant as specified in its charter)

Virginia	**11-6040273**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

675 Avenue of the Americas, 6th Floor, New York, New York 10010
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (212) 589-2700

(Former name, former address and former fiscal year, if changed since last report)

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, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

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

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

The number of shares of common stock outstanding as of July 26, 2017 was 64,391,084.

WEIGHT WATCHERS INTERNATIONAL, INC.
TABLE OF CONTENTS

PART I—FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

WEIGHT WATCHERS INTERNATIONAL, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED BALANCE SHEETS AT
(IN THOUSANDS)

	July 1, 2017	December 31, 2016
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 104,485	$ 108,656
Receivables (net of allowances: July 1, 2017 - $2,029 and December 31, 2016 - $2,973)	25,221	27,518
Inventories	22,948	32,629
Prepaid income taxes	38,706	35,528
Prepaid expenses and other current assets	23,497	30,880
TOTAL CURRENT ASSETS	214,857	235,211
Property and equipment, net	47,832	49,574
Franchise rights acquired	752,169	748,619
Goodwill	167,912	166,138
Trademarks and other intangible assets, net	51,899	58,612
Other noncurrent assets	12,651	12,822
TOTAL ASSETS	$ 1,247,320	$ 1,270,976
LIABILITIES AND TOTAL DEFICIT		
CURRENT LIABILITIES		
Portion of long-term debt due within one year	$ 20,213	$ 21,000
Accounts payable	20,190	40,639
Salaries and wages payable	47,792	49,638
Accrued marketing and advertising	7,321	18,067
Accrued interest	15,618	16,939
Other accrued liabilities	49,389	51,251
Derivative payable	25,702	31,974
Deferred revenue	86,597	62,880
TOTAL CURRENT LIABILITIES	272,822	292,388
Long-term debt	1,899,699	1,981,299
Deferred income taxes	188,638	175,115
Other	24,818	25,048
TOTAL LIABILITIES	2,385,977	2,473,850
Redeemable noncontrolling interest	4,575	4,699
TOTAL DEFICIT		
Common stock, $0 par value; 1,000,000 shares authorized; 118,947 shares issued at July 1, 2017 and at December 31, 2016	0	0
Treasury stock, at cost, 54,568 shares at July 1, 2017 and 55,021 shares at December 31, 2016	(3,220,433)	(3,237,346)
Retained earnings	2,097,931	2,056,893
Accumulated other comprehensive loss	(20,730)	(27,120)
TOTAL DEFICIT	(1,143,232)	(1,207,573)
TOTAL LIABILITIES AND TOTAL DEFICIT	$ 1,247,320	$ 1,270,976

The accompanying notes are an integral part of the consolidated financial statements.

WEIGHT WATCHERS INTERNATIONAL, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF NET INCOME
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

	Three Months Ended		Six Months Ended	
	July 1, 2017	July 2, 2016	July 1, 2017	July 2, 2016
Service revenues, net	$ 283,001	$ 251,550	$ 544,477	$ 495,318
Product sales and other, net	58,672	58,211	126,259	121,353
Revenues, net	341,673	309,761	670,736	616,671
Cost of services	120,325	119,758	245,210	244,430
Cost of product sales and other	32,335	28,955	72,416	61,520
Cost of revenues	152,660	148,713	317,626	305,950
Gross profit	189,013	161,048	353,110	310,721
Marketing expenses	41,968	41,199	128,397	127,714
Selling, general and administrative expenses	50,839	46,118	98,273	95,720
Operating income	96,206	73,731	126,440	87,287
Interest expense	27,092	28,609	55,234	58,634
Other (income) expense, net	(488)	607	154	542
Gain on early extinguishment of debt	(1,554)	0	(1,554)	0
Income before income taxes	71,156	44,515	72,606	28,111
Provision for income taxes	25,992	14,034	16,864	8,431
Net income	45,164	30,481	55,742	19,680
Net loss attributable to the noncontrolling interest	9	13	83	61
Net income attributable to Weight Watchers International, Inc.	$ 45,173	$ 30,494	$ 55,825	$ 19,741
Earnings Per Share attributable to Weight Watchers International, Inc.				
Basic	$ 0.70	$ 0.48	$ 0.87	$ 0.31
Diluted	$ 0.67	$ 0.46	$ 0.83	$ 0.30
Weighted average common shares outstanding				
Basic	64,269	63,740	64,124	63,644
Diluted	67,737	65,934	67,304	65,890

The accompanying notes are an integral part of the consolidated financial statements.

WEIGHT WATCHERS INTERNATIONAL, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(IN THOUSANDS)

	Three Months Ended		Six Months Ended	
	July 1, 2017	July 2, 2016	July 1, 2017	July 2, 2016
Net income	$ 45,164	$ 30,481	$ 55,742	$ 19,680
Other comprehensive gain (loss):				
Foreign currency translation gain	2,630	1,742	$ 6,031	11,661
Income tax expense on foreign currency translation gain	(1,026)	(680)	(2,352)	(4,518)
Foreign currency translation gain, net of taxes	1,604	1,062	3,679	7,143
(Loss) gain on derivatives	(1,136)	(3,849)	4,377	(18,117)
Income tax benefit (expense) on (loss) gain on derivatives	443	1,501	(1,707)	7,036
(Loss) gain on derivatives, net of taxes	(693)	(2,348)	2,670	(11,081)
Total other comprehensive gain (loss)	911	(1,286)	6,349	(3,938)
Comprehensive income	46,075	29,195	62,091	15,742
Less: Net loss attributable to the noncontrolling interest	9	13	83	61
Less: Foreign currency translation loss (gain), net of taxes attributable to the noncontrolling interest	146	(228)	41	(470)
Comprehensive loss (income) attributable to the noncontrolling interest	155	(215)	124	(409)
Comprehensive income attributable to Weight Watchers International, Inc.	$ 46,230	$ 28,980	$ 62,215	$ 15,333

The accompanying notes are an integral part of the consolidated financial statements.

WEIGHT WATCHERS INTERNATIONAL, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN THOUSANDS)

	Six Months Ended	
	July 1, 2017	July 2, 2016
Operating activities:		
Net income	$ 55,742	$ 19,680
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	25,554	25,777
Amortization of deferred financing costs	2,861	3,146
Impairment of intangible and long-lived assets	60	93
Write-off of net assets due to cessation of Spain operations	70	0
Share-based compensation expense	4,817	4,947
Deferred tax provision	10,331	784
Allowance for doubtful accounts	(857)	(471)
Reserve for inventory obsolescence	4,962	2,496
Foreign currency exchange rate loss	150	445
Gain on early extinguishment of debt	(1,802)	0
Changes in cash due to:		
Receivables	3,490	(155)
Inventories	5,887	(3,296)
Prepaid expenses	4,338	8,919
Accounts payable	(19,727)	(7,080)
Accrued liabilities	(28,575)	(22,747)
Deferred revenue	21,847	12,921
Other long term assets and liabilities, net	144	(498)
Income taxes	8,823	1,405
Cash provided by operating activities	98,115	46,366
Investing activities:		
Capital expenditures	(5,614)	(1,693)
Capitalized software expenditures	(13,419)	(15,185)
Cash paid for acquisitions	0	(2,898)
Other items, net	(86)	(88)
Cash used for investing activities	(19,119)	(19,864)
Financing activities:		
Payments on long-term debt	(83,334)	(154,823)
Taxes paid related to net share settlement of equity awards	(3,648)	0
Excess tax benefit of share-based compensation	0	945
Proceeds from stock options exercised	1,258	10
Payment of dividends	0	(10)
Cash used for financing activities	(85,724)	(153,878)
Effect of exchange rate changes on cash and cash equivalents	2,557	348
Net decrease in cash and cash equivalents	(4,171)	(127,028)
Cash and cash equivalents, beginning of period	108,656	241,526
Cash and cash equivalents, end of period	$ 104,485	$ 114,498

The accompanying notes are an integral part of the consolidated financial statements.

1. Basis of Presentation

The accompanying consolidated financial statements include the accounts of Weight Watchers International, Inc. and all of its subsidiaries. The terms "Company" and "WWI" as used throughout these notes is used to indicate Weight Watchers International, Inc. and all of its operations consolidated for purposes of its financial statements. The Company's "meetings" business refers to providing access to meetings to the Company's monthly commitment plan subscribers, "pay-as-you-go" members, Total Access subscribers and other meetings members. "Online" refers to Weight Watchers Online, Weight Watchers Online*Plus*, Personal Coaching and other digital subscription products.

The consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") for interim financial information and include amounts that are based on management's best estimates and judgments. While all available information has been considered, actual amounts could differ from those estimates. The consolidated financial statements include all of the Company's majority-owned subsidiaries. All entities acquired, and any entity of which a majority interest was acquired, are included in the consolidated financial statements from the date of acquisition. All intercompany accounts and transactions have been eliminated in consolidation. The Company's operating results for any interim period are not necessarily indicative of future or annual results. The consolidated financial statements are unaudited and, accordingly, they do not include all of the information necessary for a comprehensive presentation of results of operations, financial position and cash flow activity required by GAAP for complete financial statements but, in the opinion of management, reflect all adjustments including those of a normal recurring nature necessary for a fair statement of the interim results presented.

These statements should be read in conjunction with the Company's Annual Report on Form 10-K for fiscal 2016 filed on March 1, 2017, which includes additional information about the Company, its results of operations, its financial position and its cash flows.

2. Recently Issued Accounting Standards

In February 2016, the Financial Accounting Standards Board (the "FASB") issued updated guidance regarding leases, requiring lessees to recognize a right-of-use asset and a lease liability on the balance sheet for all leases with the exception of short-term leases. For lessees, leases will continue to be classified as either operating or finance leases in the income statement. Lessor accounting is similar to the current model but will be updated to align with certain changes to the lessee model. Lessors will continue to classify leases as operating, direct financing or sales-type leases. The effective date of the new guidance for public companies is for fiscal years beginning after December 15, 2018 and interim periods within those fiscal years. Early adoption is permitted. The new guidance must be adopted using a modified retrospective transition and requires application of the new guidance at the beginning of the earliest comparative period presented. The updated guidance is effective for the Company beginning in the first quarter of fiscal 2019. The Company is currently evaluating the impact that the adoption of this guidance will have on the consolidated financial statements and related disclosures of the Company.

In March 2016, the FASB issued updated guidance on revenue from contracts with customers, which is intended to clarify the implementation guidance on principal versus agent considerations. The amendments in this update do not change the core principle of the guidance, but are intended to improve the operability and understandability of the implementation guidance on principal versus agent considerations by including indicators to assist an entity in determining whether it controls a specified good or service before it is transferred to the customer. In April 2016, the FASB issued updated guidance on revenue from contracts with customers, which is intended to clarify guidance related to identifying performance obligations and licensing implementation guidance contained in the new revenue recognition standard. In May 2016, the FASB issued updated guidance on revenue from contracts with customers, which is intended to provide narrow scope guidance and practical expedients contained in the new revenue standard. In December 2016, the FASB issued updated guidance on revenue from contracts with customers for technical corrections and improvements on narrow aspects within the original and amended guidance. The amendments in these updates are effective for annual periods beginning after December 15, 2017 and interim periods within those fiscal years, with early adoption permitted. The Company is in the process of evaluating the effect of adoption on the consolidated financial statements. The Company has developed an inventory of all revenue streams and has begun to assess the implications of adopting the new five step revenue model and reviewing key contracts.

In January 2017, the FASB issued amended guidance to simplify the accounting for goodwill impairment. This guidance removes Step 2 of the goodwill impairment test, which requires a hypothetical purchase price allocation. Under the amended guidance, a goodwill impairment charge will now be recognized for the amount by which the carrying value of a reporting unit exceeds its fair value, not to exceed the carrying amount of goodwill. This guidance is effective for interim and annual periods beginning after December 15, 2019, with early adoption permitted for any impairment tests performed after January 1, 2017. The Company is currently evaluating the impact that the adoption of this guidance will have on the consolidated financial statements and related disclosures of the Company.

For a discussion of the Company's other significant accounting policies, see "Summary of Significant Accounting Policies" in the Notes to Consolidated Financial Statements of the Company's Annual Report on Form 10-K for fiscal 2016. For a discussion of accounting standards adopted in the current year, see Note 3.

3. Accounting Standards Adopted in Current Year

In March 2016, the FASB issued updated guidance on stock compensation which is intended to simplify several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification of applicable income tax consequences on the statement of cash flows. This guidance requires recognition of excess tax benefits and shortfalls (resulting from an increase or decrease in the fair value of an award from grant date to the vesting date) in the provision for income taxes as a discrete item in the quarterly period in which they occur. In addition, these amounts will be classified as an operating activity in the consolidated statement of cash flows instead of as a financing activity. The amendments requiring recognition of excess tax benefits and tax shortfalls in the income statement must be applied prospectively (See Note 10), and entities may elect to apply the amendments related to the presentation of excess tax benefits on the statement of cash flows using either a prospective or retrospective transition method. In May 2017, the FASB issued updated guidance on stock compensation which is intended to clarify when changes to the terms and conditions to a share-based payment transaction requires modification accounting.

The company adopted this guidance during the first quarter of fiscal 2017. As required by the standard, the Company recognized prospectively any excess tax benefits in the consolidated statements of net income for the three and six months ended July 1, 2017 and applied the amendments relating to the presentation of excess tax benefits on the statement of cash flows using the prospective method. For the first six months ended July 2, 2016, the Company recorded $649 of excess tax benefits in equity. For the first six months ended July 2, 2016, the Company paid taxes of $1,875 related to net share settlement of equity awards. As permitted under the guidance, the Company will continue to account for forfeitures in compensation cost by estimating the number of awards that are expected to vest.

In August 2016, the FASB issued updated guidance on the statement of cash flows presentation of certain transactions where diversity in practice exists. The Company adopted this guidance during the first quarter of 2017, which had no impact on the consolidated statement of cash flows.

In January 2017, the FASB issued updated guidance to assist Companies with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The Company early adopted this guidance during the first quarter of 2017. The adoption of this guidance had no impact on the consolidated financial statements.

4. Winfrey Transaction

On October 18, 2015 (the "Agreement Date"), the Company entered into the following agreements with Oprah Winfrey: the Strategic Collaboration Agreement, the Winfrey Purchase Agreement (defined below), and the Winfrey Option Agreement (defined below). The transactions contemplated by these agreements are collectively referred to herein as the "Winfrey Transaction". Details of the Strategic Collaboration Agreement, Winfrey Purchase Agreement and Winfrey Option Agreement are below. See Note 16 for related party transactions with Ms. Winfrey.

Strategic Collaboration Agreement

The Company and Ms. Winfrey granted each other certain intellectual property rights under the Strategic Collaboration Agreement. The agreement has an initial term of five years, with additional successive one-year renewal terms. During the term of this agreement, Ms. Winfrey will consult with the Company and participate in developing, planning, executing and enhancing the Weight Watchers program and related initiatives, and provide it with services in her discretion to promote the Company and its programs, products and services.

Winfrey Purchase Agreement

On October 19, 2015, pursuant to the Share Purchase Agreement between the Company and Ms. Winfrey (the "Winfrey Purchase Agreement"), the Company issued and sold to Ms. Winfrey an aggregate of 6,362 shares of the Company's common stock (the "Purchased Shares") at a price per share of $6.79 for an aggregate cash purchase price of $43,199. The Company recorded fees related to the issuance of the Purchased Shares totaling $2,315, of which $1,700 was recorded as a reduction of equity in the fourth quarter of fiscal 2015. The Purchased Shares are subject to certain demand registration rights and piggyback rights held by Ms. Winfrey under the Winfrey Purchase Agreement.

The Purchased Shares may not be transferred by Ms. Winfrey within the first two years of the Agreement Date, subject to certain limited exceptions. Thereafter, Ms. Winfrey may generally transfer up to 15% of the Purchased Shares prior to the third anniversary of the Agreement Date, up to 30% prior to the fourth anniversary of the Agreement Date and up to 60% prior to the fifth anniversary of the Agreement Date. On or after the fifth anniversary of the Agreement Date, Ms. Winfrey will be permitted to transfer all of the Purchased Shares. In the event that Ms. Winfrey proposes to transfer any Purchased Shares or Winfrey Option Shares (defined below), the Company will have (a) a right of first offer with respect to such shares if such transfer is (i) for 1% or more of the Company's issued and outstanding common stock and is proposed to be made pursuant to Rule 144 under the Securities Act of 1933, as amended or (ii) proposed to be sold under a resale shelf registration statement or (b) a right of first refusal with respect to such shares if such transfer is (i) for 1% or more of the Company's issued and outstanding common stock and is proposed to be made to a competitor of the Company or (ii) for 5% or more of the Company's issued and outstanding common stock. Such transfer restrictions, right of first offer and right of first refusal terminate if Ms. Winfrey then has the right to be nominated as a director and has met certain eligibility requirements under the Winfrey Purchase Agreement, but is not elected as a director of the Company. If Ms. Winfrey is elected as a director of the Company, she shall receive compensation for her services as a director consistent with that of other non-executive directors of the Company. Such transfer restrictions also terminate if there is a change of control, including if another person (or group), other than Artal Luxembourg S.A. and Ms. Winfrey and their respective affiliates, acquires more than 50% of the total voting power of the Company.

Winfrey Option Agreement

In consideration of Ms. Winfrey entering into the Strategic Collaboration Agreement and the performance of her obligations thereunder, on the Agreement Date, the Company granted Ms. Winfrey a fully vested option (the "Winfrey Option") to purchase 3,513 shares of common stock at an exercise price of $6.97 per share, which remains outstanding in full. The term sheet, and related terms and conditions, for the Winfrey Option are referred to herein as the "Winfrey Option Agreement". Based on the Black Scholes option pricing method, the Company recorded $12,759 of compensation expense in the fourth quarter of fiscal 2015 for the Winfrey Option. At the date of the grant, the Company used a dividend yield of 0.0%, 63.88% volatility and a risk-free interest rate of 1.36%. Compensation expense is included as a component of selling, general and administrative expenses.

Subject to certain limited exceptions, shares of common stock issuable upon exercise of the Winfrey Option (the "Winfrey Option Shares") generally could not be transferred by Ms. Winfrey within the first year of the Agreement Date. Ms. Winfrey generally may transfer up to 20% of the Winfrey Option Shares prior to the second anniversary of the Agreement Date, up to 40% prior to the third anniversary of the Agreement Date, up to 60% prior to the fourth anniversary of the Agreement Date and up to 80% prior to the fifth anniversary of the Agreement Date. On or after the fifth anniversary of the Agreement Date, Ms. Winfrey will be permitted to transfer all of the Winfrey Option Shares. Pursuant to the Winfrey Purchase Agreement, in the event that Ms. Winfrey proposes to transfer any Winfrey Option Shares, the Company will have a right of first offer or a right of first refusal with respect to such shares as described above. Such transfer restrictions terminate under the same director service and change of control circumstances that would result in the termination of the transfer restrictions relating to the Purchased Shares as described above.

5. Acquisition of Franchisee

On June 27, 2016, the Company acquired substantially all of the assets of its franchisee for certain territories in South Florida, Weight Watchers of Greater Miami, Inc., for a purchase price of $3,250 (the "Miami Acquisition"). Payment was in the form of cash ($2,898) plus cash in reserves ($300) and assumed net liabilities of ($52). The total purchase price has been allocated to franchise rights acquired ($114), goodwill ($2,945) and customer relationship value ($191). The acquisition of the franchisee has been accounted for under the purchase method of accounting and, accordingly, earnings of the acquired franchisee have been included in the consolidated operating results of the Company since the date of acquisition. The goodwill will be deductible for tax purposes.

(IN THOUSANDS, EXCEPT PER SHARE AND PER UNIT AMOUNTS)

6. Franchise Rights Acquired, Goodwill and Other Intangible Assets

Franchise rights acquired are due to acquisitions of the Company's franchised territories as well as the acquisition of franchise promotion agreements and other factors associated with the acquired franchise territories. For the six months ended July 1, 2017, the change in the carrying value of franchise rights acquired is due to the effect of exchange rate changes.

Goodwill primarily relates to the acquisition of the Company by H.J. Heinz Company in 1978, the acquisition of WeightWatchers.com, Inc. in 2005, the acquisitions of the Company's franchised territories, the acquisitions of the majority interest in Vigilantes do Peso Marketing Ltda. ("VPM") and of Knowplicity, Inc., d/b/a Wello, in fiscal 2014 and the acquisition of Weilos, Inc. in fiscal 2015. See Note 5 for additional information about acquisitions by the Company. For the six months ended July 1, 2017, the change in the carrying amount of goodwill is due to the effect of exchange rate changes as follows:

	North America	United Kingdom	Continental Europe	Other	Total
Balance as of December 31, 2016	$ 137,543	$ 1,145	$ 6,884	$ 20,566	$ 166,138
Effect of exchange rate changes	1,554	63	573	(416)	1,774
Balance as of July 1, 2017	$ 139,097	$ 1,208	$ 7,457	$ 20,150	$ 167,912

The Company reviews goodwill and other indefinite-lived intangible assets, including franchise rights acquired with indefinite lives, for potential impairment on at least an annual basis or more often if events so require. The Company performed fair value impairment testing as of May 7, 2017 and May 8, 2016, each the first day of fiscal May, on its goodwill and other indefinite-lived intangible assets.

In performing its annual impairment analysis as of May 7, 2017, the Company determined that the carrying amounts of its goodwill reporting units and franchise rights acquired with indefinite lives units of account did not exceed their respective fair values and therefore, no impairment existed. For all reporting units, except for Brazil, there was significant headroom in the impairment analysis. Based on the results of this test for Brazil, the fair value of this reporting unit exceeded its carrying value by approximately 10%, and accordingly a relatively small change in the underlying assumptions would likely cause a change in the results of the impairment assessment and, as such, could result in an impairment of the goodwill related to Brazil, for which the carrying amount is $19,295.

When determining fair value, the Company utilizes various assumptions, including projections of future cash flows, growth rates and discount rates. A change in these underlying assumptions would cause a change in the results of the tests and, as such, could cause fair value to be less than the carrying amounts and result in an impairment of those assets. In the event such a result occurred, the Company would be required to record a corresponding charge, which would impact earnings. The Company would also be required to reduce the carrying amounts of the related assets on its balance sheet. The Company continues to evaluate these assumptions and believes that these assumptions are appropriate.

The following is a discussion of the goodwill and franchise rights acquired impairment analysis.

Goodwill

In performing the impairment analysis for goodwill, the fair value for the Company's reporting units is estimated using a discounted cash flow approach. This approach involves projecting future cash flows attributable to the reporting unit and discounting those estimated cash flows using an appropriate discount rate. The estimated fair value is then compared to the carrying value of the reporting units. The Company has determined the appropriate reporting unit for purposes of assessing annual impairment to be the country for all reporting units. For all of the Company's reporting units except for Brazil (see below), the Company estimated future cash flows by utilizing the historical debt-free cash flows (cash flows provided by operating activities less capital expenditures) attributable to that country and then applied expected future operating income growth rates for such country. The Company utilized operating income as the basis for measuring its potential growth because it believes it is the best indicator of the performance of its business. The Company then discounted the estimated future cash flows utilizing a discount rate which was calculated using the average cost of capital, which included the cost of equity and the cost of debt. The cost of equity was determined by combining a risk-free rate of return and a market risk premium for the Company's peer group. The risk-free rate of return was determined based on the average rate of long-term U.S. Treasury securities. The market risk premium was determined by reviewing external market data. The cost of debt was determined by estimating the Company's current borrowing rate.

(IN THOUSANDS, EXCEPT PER SHARE AND PER UNIT AMOUNTS)

As it relates to the impairment analysis for Brazil, the Company estimated future debt free cash flows in contemplation of its growth strategies for that market. In developing these projections, the Company considered the historical impact of similar growth strategies in other markets as well as the current market conditions in Brazil. The Company then discounted the estimated future cash flows utilizing a discount rate which was calculated using the average cost of capital, which included the cost of equity and the cost of debt. The cost of equity was determined by combining a risk-free rate of return and a market risk premium for the Company's peer group. The risk-free rate of return was determined based on the average rate of long-term U.S. Treasury securities. The market risk premium was determined by reviewing external market data including the current economic conditions in Brazil and the country specific risk thereon. A further risk premium was included to reflect the risk associated with the rate of growth projected in the analysis. The cost of debt was determined by estimating the Company's current borrowing rate.

Franchise Rights Acquired

Finite-lived franchise rights acquired are amortized over the remaining contractual period, which is generally less than one year.

In performing the impairment analysis for indefinite-lived franchise rights acquired, the fair value for franchise rights acquired is estimated using a discounted cash flow approach referred to as the hypothetical start-up approach for franchise rights related to the Company's meetings business and a relief from royalty methodology for franchise rights related to the Company's Online business. The aggregate estimated fair value for these rights is then compared to the carrying value of the unit of account for those franchise rights. The Company has determined the appropriate unit of account for purposes of assessing impairment to be the combination of the rights in the meetings and Online businesses in the country in which the acquisitions have occurred. In its hypothetical start-up approach analysis for fiscal 2017, the Company assumed that the year of maturity was reached after 7 years. Subsequent to the year of maturity, the Company estimated future cash flows for the meetings business in each country based on assumptions regarding revenue growth and operating income margins. The cash flows associated with the Online business were based on the expected Online revenue for such country and the application of a market-based royalty rate. The cash flows for the meetings and Online businesses were discounted utilizing rates consistent with those utilized in the goodwill impairment analysis.

The carrying values of finite-lived intangible assets as of July 1, 2017 and December 31, 2016 were as follows:

	July 1, 2017		December 31, 2016	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Capitalized software costs	$ 130,789	$ 110,338	$ 126,737	$ 101,316
Website development costs	128,808	98,145	119,971	87,736
Trademarks	11,145	10,745	11,092	10,647
Other	8,030	7,645	7,945	7,434
Trademarks and other intangible assets	$ 278,772	$ 226,873	$ 265,745	$ 207,133
Franchise rights acquired	4,528	4,528	4,551	4,551
Total finite-lived intangible assets	$ 283,300	$ 231,401	$ 270,296	$ 211,684

Aggregate amortization expense for finite-lived intangible assets was recorded in the amounts of $9,015 and $18,190 for the three and six months ended July 1, 2017, respectively. Aggregate amortization expense for finite-lived intangible assets was recorded in the amounts of $8,603 and $17,023 for the three and six months ended July 2, 2016, respectively. The franchise rights acquired related to the VPM acquisition were amortized ratably over a 2 year period. The franchise rights acquired related to the Miami Acquisition were amortized ratably over a 3 month period.

Estimated amortization expense of existing finite-lived intangible assets for the next five fiscal years and thereafter is as follows:

Remainder of fiscal 2017	$ 17,528
Fiscal 2018	$ 21,364
Fiscal 2019	$ 10,195
Fiscal 2020	$ 2,420
Fiscal 2021 and thereafter	$ 392

(IN THOUSANDS, EXCEPT PER SHARE AND PER UNIT AMOUNTS)

7. Long-Term Debt

The components of the Company's long-term debt were as follows:

	July 1, 2017		December 31, 2016	
	Principal Balance	Effective Rate (1)	Principal Balance	Effective Rate (1)
Revolving Facility due April 2, 2018	$ 0	0.00%	$ 0	3.35%
Tranche B-1 Term Facility due April 2, 2016	0	0.00%	0	3.96%
Tranche B-2 Term Facility due April 2, 2020	1,935,440	4.64%	2,021,250	4.41%
Total	1,935,440	4.64%	2,021,250	4.38%
Less: Current Portion	20,213		21,000	
Unamortized Deferred Financing Costs	15,528		18,951	
Total Long-Term Debt	$ 1,899,699		$ 1,981,299	

(1) Includes amortization of deferred financing costs. For fiscal 2016, the effective interest rate for the Revolving Facility and Tranche B-1 Term Facility was computed based on interest expense incurred over the period for which borrowings were outstanding.

The Company's credit facilities at the end of the first quarter of fiscal 2013 consisted of the following term loan facilities and revolving credit facilities: a tranche B loan ("Term B Loan"), a tranche C loan ("Term C Loan"), a tranche D loan ("Term D Loan"), a tranche E loan ("Term E Loan"), a tranche F loan ("Term F Loan"), revolving credit facility A-1 ("Revolver A-1") and revolving credit facility A-2 ("Revolver A-2").

On April 2, 2013, the Company refinanced its credit facilities pursuant to a new Credit Agreement (as amended, supplemented or otherwise modified, the "Credit Agreement") among the Company, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and an issuing bank, The Bank of Nova Scotia, as revolving agent, swingline lender and an issuing bank, and the other parties thereto. The Credit Agreement provides for (a) a revolving credit facility (including swing line loans and letters of credit) in an initial aggregate principal amount of $250,000 that will mature on April 2, 2018 (the "Revolving Facility"), (b) an initial term B-1 loan credit facility in an aggregate principal amount of $300,000 that matured on April 2, 2016 (the "Tranche B-1 Term Facility") and (c) an initial term B-2 loan credit facility in an aggregate principal amount of $2,100,000 that will mature on April 2, 2020 (the "Tranche B-2 Term Facility", and together with the Tranche B-1 Term Facility, the "Term Facilities"; the Term Facilities and Revolving Facility collectively, the "WWI Credit Facility"). In connection with this refinancing, the Company used the proceeds from borrowings under the Term Facilities to pay off a total of $2,399,904 of outstanding loans, consisting of $128,759 of Term B Loans, $110,602 of Term C Loans, $117,612 of Term D Loans, $1,125,044 of Term E Loans, $817,887 of Term F Loans, $21,247 of loans under the Revolver A-1 and $78,753 of loans under the Revolver A-2. Following the refinancing of a total of $2,399,904 of loans, at April 2, 2013, the Company had $2,400,000 debt outstanding under the Term Facilities and $248,848 of availability under the Revolving Facility. The Company incurred fees of $44,817 during the second quarter of fiscal 2013 in connection with this refinancing. In the second quarter of fiscal 2013, the Company wrote-off fees associated with this refinancing which resulted in the Company recording a charge of $21,685 in early extinguishment of debt.

On September 26, 2014, the Company and certain lenders entered into an agreement amending the Credit Agreement that, among other things, eliminated the Financial Covenant (as defined in the Credit Agreement) with respect to the Revolving Facility. In connection with this amendment, the Company wrote-off deferred financing fees of approximately $1,583 in the third quarter of fiscal 2014. Concurrently with and in order to effect this amendment, the Company reduced the amount of the Revolving Facility from $250,000 to $50,000.

Under the terms of the Credit Agreement, depending on the Company's Consolidated Leverage Ratio (as defined in the Credit Agreement), on an annual basis on or about the time the Company is required to deliver its financial statements for any fiscal year, the Company is obligated to offer to prepay a portion of the outstanding principal amount of the Term Facilities in an aggregate amount determined by a percentage of its annual excess cash flow (as defined in the Credit Agreement). On March 13, 2015, the Company commenced an offer to prepay at a discount to par up to $75,000 in aggregate principal amount of term loans outstanding under the Tranche B-1 Term Facility. On March 20, 2015, the Company accepted offers with a discount equal to or greater than 9.00% in respect of such term loans. On March 25, 2015, the Company paid an aggregate amount of cash proceeds totaling $57,389 plus an amount sufficient to pay accrued and unpaid interest on the amount prepaid to prepay $63,065 in aggregate principal amount of such term loans under the Tranche B-1 Term Facility. This expenditure reduced, on a dollar for dollar basis, the Company's

$59,728 obligation to make a mandatory excess cash flow prepayment offer to the term loan lenders under the terms of the Credit Agreement. In addition, the Company made a voluntary prepayment at par on March 25, 2015 of $2,500 in respect of such term loans under the Tranche B-1 Term Facility to reduce the remaining excess cash flow prepayment obligation for fiscal 2014. As a result of this prepayment, the Company wrote-off fees of $326, incurred fees of $601 and recorded a gain on early extinguishment of debt of $4,749, inclusive of these fees, in the first quarter of fiscal 2015.

On June 17, 2015, the Company commenced another offer to prepay at a discount to par up to $229,000 in aggregate principal amount of term loans outstanding under the Tranche B-1 Term Facility. On June 22, 2015, the Company accepted offers with a discount equal to or greater than 9.00% in respect of such term loans. On June 26, 2015, the Company paid an aggregate amount of cash proceeds totaling $77,225 plus an amount sufficient to pay accrued and unpaid interest on the amount prepaid to prepay $84,862 in aggregate principal amount of such term loans under the Tranche B-1 Term Facility. As a result of this prepayment, the Company wrote-off fees of $321, incurred fees of $641 and recorded a gain on early extinguishment of debt of $6,677, inclusive of these fees, in the second quarter of fiscal 2015.

On July 14, 2015, the Company drew down the $48,000 available on its Revolving Facility in order to enhance its cash position and to provide additional financial flexibility. As of January 2, 2016, the revolver borrowing was classified as a short-term liability in consideration of the fact that the terms of the Revolving Facility require an assessment as to whether there have been any material adverse changes with respect to the Company in connection with the Company's monthly interest elections. Although the revolver borrowing was classified as a short-term liability as of January 2, 2016, absent any change in fact and circumstance, the Company had, and continues to have, the ability to extend and not repay the Revolving Facility until its due date of April 2, 2018.

On April 1, 2016, the Company paid in full, with cash on hand, a principal amount of term loans equal to $144,323, which constituted the entire remaining principal amount of term loans outstanding under the Tranche B-1 Term Facility due April 2, 2016.

On July 29, 2016, the Company paid down, with cash on hand, a principal amount of $25,000 of the $48,000 outstanding under its Revolving Facility. On September 16, 2016, the Company paid down, with cash on hand, the remaining outstanding principal amount of $23,000 on its Revolving Facility.

On May 18, 2017, the Company commenced another offer to prepay at a discount to par up to $75,000 in aggregate principal amount of term loans outstanding under the Tranche B-2 Term Facility. On May 24, 2017, the Company accepted offers with a discount equal to or greater than 3.28% in respect of such term loans. On May 25, 2017, the Company paid an aggregate amount of cash proceeds totaling $73,030 plus an amount sufficient to pay accrued and unpaid interest on the amount prepaid to prepay $75,507 in aggregate principal amount of such term loans under the Tranche B-2 Term Facility. As a result of this prepayment, the Company wrote-off fees of $618, incurred fees of $305 and recorded a gain on early extinguishment of debt of $1,554, inclusive of these fees, in the second quarter of fiscal 2017.

At July 1, 2017 under the WWI Credit Facility, the Company had $1,935,440 outstanding consisting entirely of a term loan under the Tranche B-2 Term Facility. At July 1, 2017, the Revolving Facility had $0 outstanding, $1,819 in issued but undrawn letters of credit outstanding thereunder and $48,181 in available unused commitments thereunder. The proceeds from borrowings under the Revolving Facility (including swing line loans and letters of credit) are available to be used for working capital and general corporate purposes.

Borrowings under the Credit Agreement bear interest at a rate equal to, at the Company's option, LIBOR plus an applicable margin or a base rate plus an applicable margin. LIBOR under the Tranche B-2 Term Facility is subject to a minimum interest rate of 0.75% and the base rate under the Tranche B-2 Term Facility is subject to a minimum interest rate of 1.75%. Under the terms of the Credit Agreement, in the event the Company receives a corporate rating of BB- (or lower) from S&P and a corporate rating of Ba3 (or lower) from Moody's, the applicable margin relating to the Term Facilities would increase by 25 basis points. On February 21, 2014, both S&P and Moody's issued revised corporate ratings of the Company of B+ and B1, respectively. As a result, effective February 21, 2014, the applicable margin on borrowings under the Tranche B-1 Term Facility went from 2.75% to 3.00% and on borrowings under the Tranche B-2 Term Facility went from 3.00% to 3.25%. The applicable margin relating to the Revolving Facility will fluctuate depending upon the Company's Consolidated Leverage Ratio. At April 1, 2016, the date of payment of the principal amount of loans outstanding under the Tranche B-1 Term Facility discussed above, borrowings under the Tranche B-1 Term Facility bore interest at LIBOR plus an applicable margin of 3.00%. At July 1, 2017, borrowings under the Tranche B-2 Term Facility bore interest at LIBOR plus an applicable margin of 3.25%. Based on the Company's Consolidated Leverage Ratio as of July 1, 2017, had there been any borrowings under the Revolving Facility, it would have borne interest at LIBOR plus an applicable margin of 2.50%. On a quarterly basis, the Company will pay a commitment fee to the lenders under the Revolving Facility in respect of unutilized commitments thereunder, which commitment fee will fluctuate depending upon the Company's Consolidated Leverage Ratio. Based on the Company's Consolidated Leverage Ratio as of July 1, 2017 and December 31, 2016, the commitment fee was 0.50% per annum. For the six months ended July 1, 2017 and the fiscal year ended December 31, 2016, the Company paid $122 and $31, respectively, in commitment fees. The Company also will pay customary letter of credit fees and fronting fees under the Revolving Facility, which totaled $24 for the six months ended July 1, 2017 and $49 for the fiscal year ended December 31, 2016.

(IN THOUSANDS, EXCEPT PER SHARE AND PER UNIT AMOUNTS)

The Credit Agreement contains customary covenants including covenants that, in certain circumstances, restrict the Company's ability to incur additional indebtedness, pay dividends on and redeem capital stock, make other payments, including investments, sell its assets and enter into consolidations, mergers and transfers of all or substantially all of its assets. The WWI Credit Facility does not require the Company to meet any financial maintenance covenants and is guaranteed by certain of the Company's existing and future subsidiaries. Substantially all of the Company's assets secure the WWI Credit Facility.

At July 1, 2017 and December 31, 2016, the Company's debt consisted entirely of variable-rate instruments. An interest rate swap was entered into to hedge a portion of the cash flow exposure associated with the Company's variable-rate borrowings. The weighted average interest rate (which includes amortization of deferred financing costs) on the Company's outstanding debt, exclusive of the impact of the swap, was approximately 4.64% and 4.41% per annum based on interest rates at July 1, 2017 and December 31, 2016, respectively. The weighted average interest rate (which includes amortization of deferred financing costs) on the Company's outstanding debt, including the impact of the swap, was approximately 5.27% and 5.32% per annum based on interest rates at July 1, 2017 and December 31, 2016, respectively.

8. Earnings Per Share

Basic earnings per share ("EPS") are calculated utilizing the weighted average number of common shares outstanding during the periods presented. Diluted EPS is calculated utilizing the weighted average number of common shares outstanding during the periods presented adjusted for the effect of dilutive common stock equivalents.

The following table sets forth the computation of basic and diluted EPS:

	Three Months Ended		Six Months Ended	
	July 1, 2017	July 2, 2016	July 1, 2017	July 2, 2016
Numerator:				
Net income attributable to Weight Watchers International, Inc.	$ 45,173	$ 30,494	$ 55,825	$ 19,741
Denominator:				
Weighted average shares of common stock outstanding	64,269	63,740	64,124	63,644
Effect of dilutive common stock equivalents	3,468	2,194	3,180	2,246
Weighted average diluted common shares outstanding	67,737	65,934	67,304	65,890
Earnings per share attributable to Weight Watchers International, Inc.				
Basic	$ 0.70	$ 0.48	$ 0.87	$ 0.31
Diluted	$ 0.67	$ 0.46	$ 0.83	$ 0.30

The number of anti-dilutive common stock equivalents excluded from the calculation of the weighted average number of common shares for diluted EPS was 868 and 1,265 for the three months ended July 1, 2017 and July 2, 2016, respectively and 956 and 1,205 for the six months ended July 1, 2017 and July 2, 2016, respectively.

9. Stock Plans

On May 6, 2008 and May 12, 2004, respectively, the Company's shareholders approved the 2008 Stock Incentive Plan (the "2008 Plan") and the 2004 Stock Incentive Plan (the "2004 Plan"). On May 6, 2014, the Company's shareholders approved the 2014 Stock Incentive Plan (as amended and restated, the "2014 Plan"), which replaced the 2008 Plan and 2004 Plan for all equity-based awards granted on or after May 6, 2014. The 2014 Plan is designed to promote the long-term financial interests and growth of the Company by attracting, motivating and retaining employees with the ability to contribute to the success of the business and to align compensation for the Company's employees over a multi-year period directly with the interests of the shareholders of the Company. The Company's Board of Directors or a committee thereof administers the 2014 Plan.

Pursuant to the restricted stock provisions of the 2014 Plan, in fiscal 2016 the Compensation and Benefits Committee of the Company's Board of Directors (the "Compensation Committee") determined to grant 289.9 performance-based stock unit ("PSU") awards having both time- and performance-vesting criteria. The time-vesting criteria for these PSUs will be satisfied on the third anniversary of the grant date (i.e., May 16, 2019). The performance-vesting criteria for these PSUs will be satisfied if the Company has achieved a Debt Ratio (as defined in the applicable term sheet for these PSU awards and based on a Debt to EBITDAS ratio (each, as defined therein)) at levels at or above a "threshold" level performance of 4.5x over the performance period from December 31, 2017 to December 29, 2018. Pursuant to these awards, the number of PSUs that become vested, if any, upon the satisfaction of both vesting criteria, shall be equal to (x) the target number of PSUs granted multiplied by (y) the applicable Debt Ratio achievement percentage, rounded down to avoid the issuance of fractional shares. If all of these awards fully meet the time-vesting criteria and the minimum performance condition is attained, depending on the Company's Debt Ratio achievement, the number of shares of the Company's common stock issuable under these PSUs range from 62.5 to 312.5. The Company is currently accruing compensation expense to what it believes is the probable outcome upon vesting.

Additionally, pursuant to the restricted stock provisions of the 2014 Plan, in fiscal 2017 the Compensation Committee determined to grant 98.5 PSU awards in May 2017 having both time- and performance-vesting criteria. The time-vesting criteria for these PSUs will be satisfied on the third anniversary of the grant date (i.e., May 15, 2020). The performance-vesting criteria for these PSUs will be satisfied if the Company has achieved certain annual operating income objectives in each fiscal year over a three-year period (i.e., fiscal 2017 through fiscal 2019) (each, a "2017 Award Performance Year"). When the performance measure has been met for a particular 2017 Award Performance Year, that portion of units is "banked" for potential issuance following the satisfaction of the three-year time-vesting criteria. Such portion of units to be "banked" shall be equal to (x) the target number of PSUs granted for the applicable 2017 Award Performance Year multiplied by (y) the applicable achievement percentage, rounded down to avoid the issuance of fractional shares. If all of these awards fully meet the time-vesting criteria and the minimum performance condition is attained in each 2017 Award Performance Year, depending on the Company's performance achievement, the number of shares of the Company's common stock issuable under these PSUs range from 32.8 to 164.2. The Company is currently accruing compensation expense to what it believes is the probable outcome upon vesting.

10. Income Taxes

The effective tax rates for the three and six months ended July 1, 2017 were 36.5% and 23.2%, respectively. The effective tax rates for the three and six months ended July 2, 2016 were 31.5% and 30.0%, respectively. For the six months ended July 1, 2017, the primary difference between the US federal statutory tax rate and the Company's consolidated effective tax rate was due to the $11,633 tax benefit related to the cessation of operations of the Company's Spanish subsidiary, partially offset by $604 of tax expense related to tax shortfalls in connection with the updated guidance on stock compensation in the first quarter of fiscal 2017, as described in Note 3. For the six months ended July 2, 2016, the primary difference between the US federal statutory tax rate and the Company's consolidated effective tax rate was due to the reversal of a $2,500 valuation allowance related to tax benefits for foreign losses expected to be realized.

(IN THOUSANDS, EXCEPT PER SHARE AND PER UNIT AMOUNTS)

The differences between the US federal statutory tax rate and the Company's consolidated effective tax rate is as follows:

	Three Months Ended		Six Months Ended	
	July 1, 2017	July 2, 2016	July 1, 2017	July 2, 2016
US federal statutory tax rate	35.0%	35.0%	35.0%	35.0%
State income taxes (net of federal benefit)	1.8%	0.8%	2.4%	0.1%
Cessation of Spanish operations	0.4%	0.0%	(16.0%)	0.0%
Research and development credit	(1.1%)	0.0%	(2.2%)	0.0%
Tax shortfall on share-based awards	(0.8%)	0.0%	0.8%	0.0%
Reserves for uncertain tax positions	0.4%	0.2%	0.7%	0.6%
Increase (decrease) in valuation allowance	0.1%	(1.2%)	1.2%	(9.4%)
Other	0.7%	(3.3%)	1.3%	3.7%
Effective Tax Rate	36.5%	31.5%	23.2%	30.0%

11. Legal

Raymond Roberts v. Weight Watchers International, Inc.

On January 7, 2016, an Online*Plus* member filed a putative class action complaint against the Company in the Supreme Court of New York, New York County, asserting class claims for breach of contract and violations of the New York General Business Law. On February 5, 2016, the Company removed the case to the United States District Court, Southern District of New York. On March 18, 2016, the plaintiff filed an amended complaint, alleging that, as a result of the temporary glitches in the Company's website and app in November and December 2015, the Company has: (1) breached its Subscription Agreement with its Online*Plus* members; and (2) engaged in deceptive acts and practices in violation of Section 350 of the New York General Business Law. The plaintiff is seeking unspecified actual, punitive and statutory damages, as well as his attorneys' fees and costs incurred in connection with this action. The Company filed a motion to dismiss on May 6, 2016. The plaintiff filed his opposition papers on June 9, 2016 and the Company filed its reply papers on June 23, 2016. The Court granted the Company's motion to dismiss on November 14, 2016. On November 16, 2016, the plaintiff filed a timely notice of appeal of the Court's decision and on January 31, 2017, the plaintiff filed his brief in support of appeal. The Company filed its opposition brief on April 5, 2017, and the plaintiff filed his reply brief on April 25, 2017. The Company believes that the plaintiff's appeal is without merit and will be denied in due course.

Other Litigation Matters

Due to the nature of the Company's activities, it is also, at times, subject to pending and threatened legal actions that arise out of the ordinary course of business. In the opinion of management, the disposition of any such matters is not expected, individually or in the aggregate, to have a material effect on the Company's results of operations, financial condition or cash flows.

12. Derivative Instruments and Hedging

As of July 1, 2017 and December 31, 2016, the Company had in effect an interest rate swap with a notional amount totaling $1,250,000 and $1,500,000, respectively.

On July 26, 2013, in order to hedge a portion of its variable rate debt, the Company entered into a forward-starting interest rate swap with an effective date of March 31, 2014 and a termination date of April 2, 2020. The initial notional amount of this swap was $1,500,000. During the term of this swap, the notional amount decreased from $1,500,000 effective March 31, 2014 to $1,250,000 on April 3, 2017, and will decrease to $1,000,000 on April 1, 2019. This interest rate swap effectively fixes the variable interest rate on the notional amount of this swap at 2.38%. This swap qualifies for hedge accounting and, therefore, changes in the fair value of this swap have been recorded in accumulated other comprehensive loss.

As of July 1, 2017 and December 31, 2016, cumulative unrealized losses for qualifying hedges were reported as a component of accumulated other comprehensive loss in the amounts of $13,332 ($21,856 before taxes) and $16,002 ($26,232 before taxes), respectively.

(IN THOUSANDS, EXCEPT PER SHARE AND PER UNIT AMOUNTS)

The Company is hedging forecasted transactions for periods not exceeding the next three years. The Company expects approximately $5,765 ($9,451 before taxes) of derivative losses included in accumulated other comprehensive loss at July 1, 2017, based on current market rates, will be reclassified into earnings within the next 12 months.

13. Fair Value Measurements

Accounting guidance on fair value measurements for certain financial assets and liabilities requires that assets and liabilities carried at fair value be classified and disclosed in one of the following three categories:

- Level 1 – Quoted prices in active markets for identical assets or liabilities.
- Level 2 – Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

When measuring fair value, the Company is required to maximize the use of observable inputs and minimize the use of unobservable inputs.

Fair Value of Financial Instruments

The Company's significant financial instruments include long-term debt and an interest rate swap agreement as of July 1, 2017 and December 31, 2016.

The fair value of the Company's Term Facilities is determined by utilizing average bid prices on or near the end of each fiscal quarter (Level 2 input). As of July 1, 2017 and December 31, 2016, the fair value of the Company's long-term debt was approximately $1,853,925 and $1,671,920, respectively, as compared to the carrying value (net of deferring financing costs) of $1,919,912 and $2,002,299, respectively.

Derivative Financial Instruments

The fair values for the Company's derivative financial instruments are determined using observable current market information such as the prevailing LIBOR interest rate and LIBOR yield curve rates and include consideration of counterparty credit risk. See Note 12 for disclosures related to derivative financial instruments.

The following table presents the aggregate fair value of the Company's derivative financial instruments:

		Fair Value Measurements Using:		
	Total Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Interest rate swap liability at July 1, 2017	$ 25,702	$ 0	$ 25,702	$ 0
Interest rate swap liability at December 31, 2016	$ 31,974	$ 0	$ 31,974	$ 0

The Company did not have any transfers into or out of Levels 1 and 2, and did not maintain any assets or liabilities classified as Level 3, during the six months ended July 1, 2017 and the fiscal year ended December 31, 2016.

(IN THOUSANDS, EXCEPT PER SHARE AND PER UNIT AMOUNTS)

14. Accumulated Other Comprehensive Loss

Amounts reclassified out of accumulated other comprehensive loss are as follows:

Changes in Accumulated Other Comprehensive Loss by Component [(a)]

	Six Months Ended July 1, 2017		
	Loss on Qualifying Hedges	Loss on Foreign Currency Translation	Total
Beginning Balance at December 31, 2016	$ (16,002)	$ (11,118)	$ (27,120)
Other comprehensive (loss) income before reclassifications, net of tax	(2,915)	2,892	(23)
Amounts reclassified from accumulated other comprehensive loss, net of tax[(b)]	5,585	787	6,372
Net current period other comprehensive income including noncontrolling interest	2,670	3,679	6,349
Less: net current period other comprehensive income attributable to the noncontrolling interest	0	41	41
Ending Balance at July 1, 2017	$ (13,332)	$ (7,398)	(20,730)

(a) Amounts in parentheses indicate debits

(b) See separate table below for details about these reclassifications

	Six Months Ended July 2, 2016		
	Loss on Qualifying Hedges	Loss on Foreign Currency Translation	Total
Beginning Balance at January 2, 2016	$ (23,135)	$ (14,130)	$ (37,265)
Other comprehensive (loss) income before reclassifications, net of tax	(18,627)	7,143	(11,484)
Amounts reclassified from accumulated other comprehensive loss, net of tax[(b)]	7,546	0	7,546
Net current period other comprehensive (loss) income including noncontrolling interest	(11,081)	7,143	(3,938)
Less: net current period other comprehensive income attributable to the noncontrolling interest	0	(470)	(470)
Ending Balance at July 2, 2016	$ (34,216)	$ (7,457)	$ (41,673)

(a) Amounts in parentheses indicate debits

(b) See separate table below for details about these reclassifications

(IN THOUSANDS, EXCEPT PER SHARE AND PER UNIT AMOUNTS)

Reclassifications out of Accumulated Other Comprehensive Loss [(a)]

Details about Other Comprehensive Loss Components	Three Months Ended July 1, 2017 Amounts Reclassified from Accumulated Other Comprehensive Loss	Three Months Ended July 2, 2016 Amounts Reclassified from Accumulated Other Comprehensive Loss	Six Months Ended July 1, 2017 Amounts Reclassified from Accumulated Other Comprehensive Loss	Six Months Ended July 2, 2016 Amounts Reclassified from Accumulated Other Comprehensive Loss	Affected Line Item in the Statement Where Net Income is Presented
Loss on Qualifying Hedges					
Interest rate contracts	$ (3,905)	$ (6,185)	$ (9,155)	$ (12,370)	Interest expense
	(3,905)	(6,185)	(9,155)	(12,370)	Income before income taxes
	1,523	2,412	3,570	4,824	Provision for income taxes
	$ (2,382)	$ (3,773)	$ (5,585)	$ (7,546)	Net income
Loss on Foreign Currency Translation	$ (80)	$ 0	$ (787)	$ 0	Other (income) expense, net
	(80)	0	(787)	0	Income before income taxes
	0	0	0	0	Provision for income taxes
	$ (80)	$ 0	$ (787)	$ 0	Net income

(a) Amounts in parentheses indicate debits to profit/loss

15. Segment Data

The Company has four reportable segments based on an integrated geographical structure as follows: North America, United Kingdom, Continental Europe (CE) and Other. Other consists of Asia Pacific and emerging markets operations and franchise revenues and related costs, all of which have been grouped together as if they were a single reportable segment because they do not meet any of the quantitative thresholds and are immaterial for separate disclosure. To be consistent with the information that is presented to the chief operating decision maker, the Company does not include intercompany activity in the segment results. Information about the Company's reportable segments is as follows:

	Total Revenue			
	Three Months Ended		Six Months Ended	
	July 1, 2017	July 2, 2016	July 1, 2017	July 2, 2016
North America	$ 238,989	$ 211,545	$ 471,719	$ 420,388
United Kingdom	26,435	27,702	50,434	56,613
Continental Europe	61,496	57,048	118,914	112,754
Other	14,753	13,466	29,669	26,916
Total revenue	$ 341,673	$ 309,761	$ 670,736	$ 616,671

(IN THOUSANDS, EXCEPT PER SHARE AND PER UNIT AMOUNTS)

	Net Income			
	Three Months Ended		Six Months Ended	
	July 1, 2017	July 2, 2016	July 1, 2017	July 2, 2016
Segment operating income:				
North America	$ 79,073	$ 56,975	$ 113,189	$ 82,499
United Kingdom	6,672	5,506	9,245	5,915
Continental Europe	22,767	19,523	27,823	20,729
Other	3,263	2,355	4,941	3,114
Total segment operating income	111,775	84,359	155,198	112,257
General corporate expenses	15,569	10,628	28,758	24,970
Interest expense	27,092	28,609	55,234	58,634
Other (income) expense, net	(488)	607	154	542
Gain on early extinguishment of debt	(1,554)	0	(1,554)	0
Provision for income taxes	25,992	14,034	16,864	8,431
Net income	45,164	30,481	55,742	19,680
Net loss attributable to the noncontrolling interest	9	13	83	61
Net income attributable to Weight Watchers International, Inc.	$ 45,173	$ 30,494	$ 55,825	$ 19,741

	Depreciation and Amortization			
	Three Months Ended		Six Months Ended	
	July 1, 2017	July 2, 2016	July 1, 2017	July 2, 2016
North America	$ 9,738	$ 10,894	$ 19,868	$ 21,779
United Kingdom	346	299	628	517
Continental Europe	292	428	601	884
Other	136	170	275	469
Total segment depreciation and amortization	10,512	11,791	21,372	23,649
General corporate depreciation and amortization	3,556	2,601	7,043	5,274
Depreciation and amortization	$ 14,068	$ 14,392	$ 28,415	$ 28,923

16. Related Party

As more fully described in Note 4, on October 18, 2015, the Company entered into the Strategic Collaboration Agreement with Ms. Winfrey, under which she will consult with the Company and participate in developing, planning, executing and enhancing the Weight Watchers program and related initiatives, and provide it with services in her discretion to promote the Company and its programs, products and services.

In addition to the Strategic Collaboration Agreement, Ms. Winfrey and her related entities provided services to the Company totaling $874 and $2,556 for the three and six months ended July 1, 2017, respectively and $542 and $1,685 for the three and six months ended July 2, 2016, respectively, which services included advertising, production and related fees.

The Company’s accounts payable to parties related to Ms. Winfrey at July 1, 2017 and December 31, 2016 was $0 and $1,123, respectively.

CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

Except for historical information contained herein, this Quarterly Report on Form 10-Q includes "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, or the Exchange Act, including, in particular, the statements about our plans, strategies and prospects under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations." We have generally used the words "may," "will," "could," "expect," "anticipate," "believe," "estimate," "plan," "intend" and similar expressions in this Quarterly Report on Form 10-Q to identify forward-looking statements. We have based these forward-looking statements on our current views with respect to future events and financial performance. Actual results could differ materially from those projected in these forward-looking statements. These forward-looking statements are subject to risks, uncertainties and assumptions, including, among other things:

- competition from other weight management industry participants or the development of more effective or more favorably perceived weight management methods;
- our ability to continue to develop new, innovative services and products and enhance our existing services and products or the failure of our services and products to continue to appeal to the market, or our ability to successfully expand into new channels of distribution or respond to consumer trends;
- the ability to successfully implement new strategic initiatives;
- the effectiveness of our advertising and marketing programs, including the strength of our social media presence;
- the impact on the Weight Watchers brand of actions taken by our franchisees, licensees, suppliers and other partners;
- the inability to refinance our debt obligations on favorable terms or at all;
- the impact of our debt service obligations and restrictive debt covenants;
- uncertainties regarding the satisfactory operation of our information technology or systems;
- the impact of security breaches or privacy concerns;
- the recognition of asset impairment charges;
- the loss of key personnel, strategic partners or consultants or failure to effectively manage and motivate our workforce;
- our chief executive officer transition;
- the inability to renew certain of our licenses, or the inability to do so on terms that are favorable to us;
- the expiration or early termination by us of leases;
- risks and uncertainties associated with our international operations, including regulatory, economic, political and social risks and foreign currency risks;
- uncertainties related to a downturn in general economic conditions or consumer confidence;
- our ability to successfully make acquisitions or enter into joint ventures, including our ability to successfully integrate, operate or realize the anticipated benefits of such businesses;
- the seasonal nature of our business;
- the impact of events that discourage or impede people from gathering with others or accessing resources;
- our ability to enforce our intellectual property rights both domestically and internationally, as well as the impact of our involvement in any claims related to intellectual property rights;
- the outcomes of litigation or regulatory actions;
- the impact of existing and future laws and regulations;
- our failure to maintain effective internal control over financial reporting;
- the possibility that the interests of Artal Group S.A., who effectively controls us, will conflict with other holders of our common stock; and
- other risks and uncertainties, including those detailed from time to time in our periodic reports filed with the Securities and Exchange Commission.

You should not put undue reliance on any forward-looking statements. You should understand that many important factors, including those discussed herein, could cause our results to differ materially from those expressed or suggested in any forward-looking statement. Except as required by law, we do not undertake any obligation to update or revise these forward-looking statements to reflect new information or events or circumstances that occur after the date of this Quarterly Report on Form 10-Q or to reflect the occurrence of unanticipated events or otherwise.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Weight Watchers International, Inc. is a Virginia corporation with its principal executive offices in New York, New York. In this Quarterly Report on Form 10-Q unless the context indicates otherwise: "we," "us," "our," the "Company" and "WWI" refer to Weight Watchers International, Inc. and all of its operations consolidated for purposes of its financial statements; "North America" refers to our North American Company-owned operations; "United Kingdom" refers to our United Kingdom Company-owned operations; "Continental Europe" refers to our Continental Europe Company-owned operations; and "Other" refers to Asia Pacific and emerging markets operations and franchise revenues and related costs. Each of North America, United Kingdom, Continental Europe and Other is also a reportable segment. Our "meetings" business refers to providing access to meetings to our monthly commitment plan subscribers, "pay-as-you-go" members, Total Access subscribers and other meetings members. "Online" refers to Weight Watchers Online, Weight Watchers Online*Plus*, Personal Coaching and other digital subscription products.

Our fiscal year ends on the Saturday closest to December 31st and consists of either 52- or 53-week periods. In this Quarterly Report on Form 10-Q:

- "fiscal 2013" refers to our fiscal year ended December 28, 2013;
- "fiscal 2014" refers to our fiscal year ended January 3, 2015 (included a 53rd week);
- "fiscal 2015" refers to our fiscal year ended January 2, 2016;
- "fiscal 2016" refers to our fiscal year ended December 31, 2016;
- "fiscal 2017" refers to our fiscal year ended December 30, 2017;
- "fiscal 2018" refers to our fiscal year ended December 29, 2018;
- "fiscal 2019" refers to our fiscal year ended December 28, 2019;
- "fiscal 2020" refers to our fiscal year ended January 2, 2021 (includes a 53rd week); and
- "fiscal 2021" refers to our fiscal year ended January 1, 2022.

The following term used in this Quarterly Report on Form 10-Q is our trademark: *Weight Watchers®*.

You should read the following discussion in conjunction with our Annual Report on Form 10-K for fiscal 2016 that includes additional information about us, our results of operations, our financial position and our cash flows, and with our unaudited consolidated financial statements and related notes included in Item 1 of this Quarterly Report on Form 10-Q (collectively referred to as the Consolidated Financial Statements).

NON-GAAP FINANCIAL MEASURES

To supplement our consolidated results presented in accordance with accounting principles generally accepted in the United States, or GAAP, we have disclosed non-GAAP financial measures of operating results that exclude or adjust certain items. We present within this Quarterly Report on Form 10-Q the non-GAAP financial measure earnings before interest, taxes, depreciation, amortization and stock-based compensation ("EBITDAS"). See "—Liquidity and Capital Resources—EBITDAS" for the calculation. Our management believes these non-GAAP financial measures provide useful supplemental information to investors regarding the performance of our business and are useful for period-over-period comparisons of the performance of our business. While we believe that these non-GAAP financial measures are useful in evaluating our business, this information should be considered as supplemental in nature and is not meant to be considered in isolation or as a substitute for the related financial information prepared in accordance with GAAP. In addition, these non-GAAP financial measures may not be the same as similarly entitled measures reported by other companies.

USE OF CONSTANT CURRENCY

As exchange rates are an important factor in understanding period-to-period comparisons, we believe in certain cases the presentation of results on a constant currency basis in addition to reported results helps improve investors' ability to understand our operating results and evaluate our performance in comparison to prior periods. Constant currency information compares results between periods as if exchange rates had remained constant period-over-period. We use results on a constant currency basis as one measure to evaluate our performance. In this Quarterly Report on Form 10-Q, we calculate constant currency by calculating current-year results using prior-year foreign currency exchange rates. We generally refer to such amounts calculated on a constant currency basis as excluding or adjusting for the impact of foreign currency or being on a constant currency basis. These results should be considered in addition to, not as a substitute for, results reported in accordance with GAAP and are not meant to be considered in isolation. Results on a constant currency basis, as we present them, may not be comparable to similarly titled measures used by other companies and are not measures of performance presented in accordance with GAAP.

CRITICAL ACCOUNTING POLICIES

Goodwill and Franchise Rights Acquired Annual Impairment Test

We review goodwill and other indefinite-lived intangible assets, including franchise rights acquired with indefinite lives, for potential impairment on at least an annual basis or more often if events so require. We performed fair value impairment testing as of May 7, 2017 and May 8, 2016, each the first day of fiscal May, on our goodwill and other indefinite-lived intangible assets. In performing our goodwill impairment analysis for our reporting units for fiscal 2017 and fiscal 2016, no impairment was identified as the fair value of those units exceeded their respective carrying value. In performing the impairment analysis for franchise rights acquired with indefinite lives for fiscal 2017 and fiscal 2016, we determined that the carrying amounts did not exceed their respective fair values and therefore no impairment existed.

With respect to our analysis, a change in the underlying assumptions would cause a change in the results of the impairment assessments and, as such, could result in an impairment of those assets, which would impact earnings. We would also be required to reduce the carrying amounts of the related assets on our balance sheet. We continue to evaluate these assumptions and believe that they are appropriate.

The following is a more detailed discussion of our fiscal 2017 goodwill and franchise rights acquired impairment analysis.

Goodwill

In performing the impairment analysis for goodwill, the fair value for our reporting units is estimated using a discounted cash flow approach. This approach involves projecting future cash flows attributable to the reporting unit and discounting those estimated cash flows using an appropriate discount rate. The estimated fair value is then compared to the carrying value of the reporting units. We have determined the appropriate reporting unit for purposes of assessing annual impairment to be the country for all reporting units. The values of goodwill in the United States, Canada, Brazil and other countries at July 1, 2017 were $97.8 million, $41.3 million, $18.7 million and $10.1 million, respectively.

Based on the results of our annual impairment test performed as of the first day of fiscal May (May 7, 2017), we estimated that for reporting units that hold approximately 88.9% of our goodwill, those units had a fair value at least 50% higher than the respective reporting unit's carrying amount. In Brazil, which holds 11.1% of our goodwill, the fair value of this reporting unit exceeded its carrying value by approximately 10%.

For all of our reporting units except for Brazil (see below), we estimated future cash flows by utilizing the historical debt-free cash flows (cash flows provided by operating activities less capital expenditures) attributable to that country and then applied expected future operating income growth rates for such country. We utilized operating income as the basis for measuring our potential growth because we believe it is the best indicator of the performance of our business. We then discounted the estimated future cash flows utilizing a discount rate which was calculated using the average cost of capital, which included the cost of equity and the cost of debt. The cost of equity was determined by combining a risk-free rate of return and a market risk premium for the Company's peer group. The risk-free rate of return was determined based on the average rate of long-term U.S. Treasury securities. The market risk premium was determined by reviewing external market data. The cost of debt was determined by estimating our current borrowing rate.

The following are the more significant assumptions utilized in our annual impairment analysis (except for Brazil) for fiscal 2017 and fiscal 2016:

	July 1, 2017	July 2, 2016
Debt-Free Cumulative Annual Cash Flow Growth Rate	3.6% to 4.1%	3.1% to 4.9%
Discount Rate	8.9%	9.4%

As it relates to our impairment analysis for Brazil, we estimated future debt free cash flows in contemplation of our growth strategies for that market. In developing these projections, we considered the historical impact of similar growth strategies in other markets as well as the current market conditions in Brazil. We then discounted the estimated future cash flows utilizing a discount rate which was calculated using the average cost of capital, which included the cost of equity and the cost of debt. The cost of equity was determined by combining a risk-free rate of return and a market risk premium for the Company's peer group. The risk-free rate of return was determined based on the average rate of long-term U.S. Treasury securities. The market risk premium was determined by reviewing external market data including the current economic conditions in Brazil and the country specific risk thereon. A further risk premium was included to reflect the risk associated with the rate of growth projected in the analysis. The cost of debt was determined by estimating the Company's current borrowing rate.

The following are the more significant assumptions utilized in our annual impairment analysis for Brazil for fiscal 2017 and fiscal 2016:

	July 1, 2017	July 2, 2016
Cumulative Annual Revenue Cash Flow Growth Rate	19.4%	19.0%
Average Operating Income Margin	18.6%	20.0%
Average Operating Income Margin Range	(10.8%) to 31.0%	(6.9%) to 31.0%
Discount Rate	16.9%	16.8%

Franchise Rights Acquired

Finite-lived franchise rights acquired are amortized over the remaining contractual period, which is generally less than one year. In performing the impairment analysis for our indefinite-lived franchise rights acquired, the fair value for our franchise rights acquired is estimated using a discounted cash flow approach referred to as the hypothetical start-up approach for our franchise rights related to our meetings business and a relief from royalty methodology for our franchise rights related to our Online business. The aggregate estimated fair value for these rights is then compared to the carrying value of the unit of account for those franchise rights. We have determined the appropriate unit of account for purposes of assessing impairment to be the combination of the rights in the meetings and Online businesses in the country in which the acquisitions have occurred. The values of these franchise rights in the United States, Canada, United Kingdom, Australia, and New Zealand at July 1, 2017 were $671.9 million, $55.7 million, $12.5 million, $6.9 million, and $5.2 million, respectively.

Based on the results of our fiscal 2017 annual impairment analysis, we estimated that approximately 100.0% of our franchise rights acquired had a fair value at least 40% higher than their carrying amount.

In our hypothetical start-up approach analysis for fiscal 2017, we assumed that the year of maturity was reached after 7 years. Subsequent to the year of maturity, we estimated future cash flows for the meetings business in each country based on assumptions regarding revenue growth and operating income margins. The cash flows associated with the Online business were based on the expected Online revenue for such country and the application of a market-based royalty rate. The cash flows for the meetings and Online businesses were discounted utilizing rates consistent with those utilized in the goodwill impairment analysis.

In performing this impairment analysis for fiscal 2017, for the year of maturity we assumed meeting room revenue (comprised of Meeting Fees and revenues from products sold to members in meetings) growth of 16.2% to 58.3% in the year of maturity from fiscal 2016, in each case, earned in the applicable country and assumed cumulative annual revenue growth rates for the years beyond the year of maturity of 1.9%. For the year of maturity and beyond, we assumed operating income margin rates of 7.1% to 22.5%.

Other Critical Accounting Policies

For a discussion of the other critical accounting policies affecting us, see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies" of our Annual Report on Form 10-K for fiscal 2016. Our critical accounting policies have not changed since the end of fiscal 2016.

PERFORMANCE INDICATORS

Our management reviews and analyzes several key performance indicators in order to manage our business and assess the quality and potential variability of our cash flows and earnings. These key performance indicators include:

- Revenues—Our "Service Revenues" consist of "Meeting Fees" and "Online Subscription Revenues". "Meeting Fees" consist of the fees associated with our monthly commitment plans for unlimited access to meetings and other payment arrangements for access to meetings, including our "pay-as-you-go" payment arrangement and fees associated with our Total Access product. "Online Subscription Revenues" consist of the fees associated with subscriptions for our Online subscription products, including our Personal Coaching product. In addition, "product sales and other" consists of sales of products to members in meetings and online, revenues from licensing, magazine subscriptions, publishing and third-party advertising in publications, payments from the sale of third-party website advertising and the By Mail product, other revenues, and, in the case of the consolidated financial results and Other reportable segment, franchise fees with respect to commitment plans and commissions.

- Paid Weeks—The “Paid Weeks” metric reports paid weeks by Weight Watchers customers in Company-owned operations for a given period as follows: (i) “Meeting Paid Weeks” is the sum of total paid commitment plan weeks (including Total Access) and total “pay-as-you-go” weeks; (ii) “Online Paid Weeks” is the total paid subscription weeks for our digital subscription products (including Personal Coaching); and (iii) “Total Paid Weeks” is the sum of Meeting Paid Weeks and Online Paid Weeks.
- Incoming Subscribers—“Subscribers” refer to meetings members and Online subscribers who participate in recurring billing programs, such as our monthly commitment plans for our meetings business. The “Incoming Subscribers” metric reports Weight Watchers subscribers in Company-owned operations at a given period start as follows: (i) “Incoming Meeting Subscribers” is the total number of Weight Watchers monthly commitment plan subscribers (including Total Access); (ii) “Incoming Online Subscribers” is the total number of Weight Watchers Online, Weight Watchers Online*Plus* and Personal Coaching subscribers; and (iii) “Incoming Subscribers” is the sum of Incoming Meeting Subscribers and Incoming Online Subscribers.
- End of Period Subscribers—The “End of Period Subscribers” metric reports Weight Watchers subscribers in Company-owned operations at a given period end as follows: (i) “End of Period Meeting Subscribers” is the total number of Weight Watchers monthly commitment plan subscribers (including Total Access); (ii) “End of Period Online Subscribers” is the total number of Weight Watchers Online, Weight Watchers Online*Plus* and Personal Coaching subscribers; and (iii) “End of Period Subscribers” is the sum of End of Period Meeting Subscribers and End of Period Online Subscribers.
- recruitments
- gross profit and operating expenses as a percentage of revenue

RESULTS OF OPERATIONS

THREE MONTHS ENDED JULY 1, 2017 COMPARED TO THE THREE MONTHS ENDED JULY 2, 2016

The table below sets forth selected financial information for the second quarter of fiscal 2017 from our consolidated statements of net income for the three months ended July 1, 2017 versus selected financial information for the second quarter of fiscal 2016 from our consolidated statements of net income for the three months ended July 2, 2016:

Summary of Selected Financial Data

	(In millions, except per share amounts) For the Three Months Ended				
	July 1, 2017	July 2, 2016	Increase/ (Decrease)	% Change	% Change Constant Currency
Revenues, net	$ 341.7	$ 309.8	$ 31.9	10.3%	12.1%
Cost of revenues	152.7	148.7	3.9	2.7%	4.2%
Gross profit	189.0	161.0	28.0	17.4%	19.3%
Gross Margin %	*55.3 %*	*52.0 %*			
Marketing expenses	42.0	41.2	0.8	1.9%	4.3%
Selling, general & administrative expenses	50.8	46.1	4.7	10.2%	11.5%
Operating income	96.2	73.7	22.5	30.5%	32.5%
Operating Income Margin %	*28.2 %*	*23.8 %*			
Interest expense	27.1	28.6	(1.5)	(5.3%)	(5.3%)
Other (income) expense, net	(0.5)	0.6	(1.1)	100.0%	100.0%
Gain on early extinguishment of debt	(1.6)	0.0	(1.6)	100.0%	100.0%
Income before income taxes	71.2	44.5	26.7	59.8%	63.2%
Provision for income taxes	26.0	14.0	12.0	85.2%	89.1%
Net income	45.2	30.5	14.7	48.2%	51.3%
Net loss attributable to the noncontrolling interest	0.0	0.0	0.0	(33.8%)	(50.9)%
Net income attributable to Weight Watchers International, Inc.	$ 45.2	$ 30.5	$ 14.7	48.1%	51.3%
Weighted average diluted shares outstanding	67.7	65.9	1.8	2.7%	2.7%
Diluted earnings per share	$ 0.67	$ 0.46	$ 0.20	44.2%	47.2%

Note: Totals may not sum due to rounding.

Consolidated Results

Revenues

Revenues in the second quarter of fiscal 2017 were $341.7 million, an increase of $31.9 million, or 10.3% versus the second quarter of fiscal 2016. Excluding the impact of foreign currency, which negatively impacted our revenues for the second quarter of fiscal 2017 by $5.4 million, revenues in the second quarter of fiscal 2017 would have increased 12.1% versus the prior year period. This increase was driven primarily by revenue growth in North America. See "—Segment Results" for additional details on revenues.

Cost of Revenues and Gross Profit

Total cost of revenues in the second quarter of fiscal 2017 increased $3.9 million, or 2.7%, versus the prior year period. Gross profit increased $28.0 million, or 17.4% in the second quarter of fiscal 2017 compared to the second quarter of fiscal 2016 primarily due to the increase in revenues. Excluding the impact of foreign currency, which negatively impacted gross profit for the second quarter of fiscal 2017 by $3.1 million, gross profit in the second quarter of fiscal 2017 would have increased 19.3% versus the prior year period. Gross margin in the second quarter of fiscal 2017 increased 3.3% to 55.3% versus 52.0% in the second quarter of fiscal

2016. Gross margin expansion was driven primarily by improved leverage in both the meetings and Online businesses and a mix shift to the higher margin Online business. This expansion was partially offset by lower revenues in our high margin licensing business.

Marketing

Marketing expenses for the second quarter of fiscal 2017 increased $0.8 million, or 1.9%, versus the second quarter of fiscal 2016. Excluding the impact of foreign currency, which decreased marketing expenses for the second quarter of fiscal 2017 by $1.0 million, marketing expenses in the second quarter of fiscal 2017 would have increased 4.3% versus the second quarter of fiscal 2016. Marketing expenses as a percentage of revenue were 12.3% in the second quarter of fiscal 2017 as compared to 13.3% in the prior year period.

Selling, General and Administrative

Selling, general and administrative expenses for the second quarter of fiscal 2017 increased $4.7 million, or 10.2%, versus the second quarter of fiscal 2016. Excluding the impact of foreign currency, which decreased selling, general and administrative expenses for the second quarter of fiscal 2017 by $0.6 million, selling, general and administrative expenses in the second quarter of fiscal 2017 would have increased 11.5% versus the prior year period. The increase in selling, general and administrative expenses in the second quarter of fiscal 2017 was driven primarily by higher compensation and incentive related costs. Selling, general and administrative expenses as a percentage of revenue was 14.9% for both the second quarter of fiscal 2017 and for the second quarter of fiscal 2016.

Operating Income

Operating income for the second quarter of fiscal 2017 increased $22.5 million, or 30.5%, versus the second quarter of fiscal 2016. Excluding the impact of foreign currency, which negatively impacted operating income for the second quarter of fiscal 2017 by $1.5 million, operating income in the second quarter of fiscal 2017 would have increased 32.5% versus the prior year period. This increase in operating income was driven primarily by higher operating income in North America as compared to the prior year period. Operating income margin increased 4.4% for the second quarter of fiscal 2017 compared to the second quarter of fiscal 2016. This increase in operating income margin was driven primarily by an increase in gross margin as compared to the prior year period.

Interest Expense

Interest expense in the second quarter of fiscal 2017 decreased $1.5 million, or 5.3%, versus the second quarter of fiscal 2016. The decrease in interest expense was driven primarily by the decrease in our average debt outstanding, which decreased to $2.0 billion in the second quarter of fiscal 2017 from $2.1 billion in the second quarter of fiscal 2016. This decrease in interest expense was due to: (i) prepayment of $75.5 million in aggregate principal amount of term loans outstanding under the Tranche B-2 Term Facility (defined hereafter); (ii) lower interest expense from the impact of our interest rate swap; and (iii) the aggregate payments in the third quarter of fiscal 2016 of the outstanding principal amount of $48.0 million on the Revolving Facility (defined hereafter). The effective interest rate on our debt, based on interest incurred (which includes amortization of our deferred financing costs) and our average borrowings during the second quarter of fiscal 2017 and the second quarter of fiscal 2016 and excluding the impact of our interest rate swap, increased to 4.66% per annum at the end of the second quarter of fiscal 2017 from 4.32% per annum at the end of the second quarter of fiscal 2016. Including the impact of our interest rate swap, our effective interest rate on our debt, based on interest incurred (which includes amortization of our deferred financing costs) and our average borrowings during the second quarter of fiscal 2017 and the second quarter of fiscal 2016, decreased to 5.44% per annum at the end of the second quarter of fiscal 2017 from 5.51% per annum at the end of the second quarter of fiscal 2016. See "—Liquidity and Capital Resources—Long-Term Debt" for additional details regarding interest rates on our debt outstanding, the Revolving Facility and payments on our debt. For additional details on our interest rate swap, see "Item 3. Quantitative and Qualitative Disclosures about Market Risk" in Part I of this Quarterly Report on Form 10-Q.

Other (Income) Expense, Net

Other (income) expense, net, which consists primarily of the impact of foreign currency on intercompany transactions, increased by $1.1 million in the second quarter of fiscal 2017 to $0.5 million of income as compared to $0.6 million of expense in the prior year period.

Gain on Early Extinguishment of Debt

In May 2017, we paid an aggregate amount of cash proceeds totaling $73.0 million plus an amount sufficient to pay accrued and unpaid interest on the amount prepaid to prepay $75.5 million in aggregate principal amount of term loans under the Tranche B-2 Term Facility. As a result of this prepayment, we wrote-off fees of $0.6 million, incurred fees of $0.3 million and recorded a gain on early extinguishment of debt of $1.6 million, inclusive of these fees, in the second quarter of fiscal 2017.

Tax

Our effective tax rate for the second quarter of fiscal 2017 was 36.5% as compared to 31.5% for the second quarter of fiscal 2016. This increase in the second quarter of fiscal 2017 was driven primarily by the reversal in the second quarter of fiscal 2016 of a $2.5 million valuation allowance related to tax benefits for foreign losses that are expected to be realized.

Net Income Attributable to the Company and Earnings Per Share

Net income attributable to the Company in the second quarter of fiscal 2017 reflected a $14.7 million, or 48.1% increase from the second quarter of fiscal 2016. Excluding the impact of foreign currency, which negatively impacted net income attributable to the Company in the second quarter of fiscal 2017 by $1.0 million, net income attributable to the Company in the second quarter of fiscal 2017 would have increased by 51.3% versus the prior year period. Net income attributable to the Company in the second quarter of fiscal 2017 included a $0.9 million (after-tax) gain on early extinguishment of debt and in the second quarter of fiscal 2016 included the reversal of a $2.5 million valuation allowance related to tax benefits for foreign losses that are expected to be realized.

Earnings per fully diluted share, or EPS, in the second quarter of fiscal 2017 was $0.67 compared to $0.46 in the second quarter of fiscal 2016. For the second quarter of fiscal 2017, EPS included a $0.01 benefit in connection with the gain on early extinguishment of debt. For the second quarter of fiscal 2016, EPS included a $0.04 benefit in connection with the release of a valuation allowance related to tax benefits for foreign losses that are expected to be realized.

Segment Results

Metrics and Business Trends

The following tables set forth key metrics by reportable segment for the second quarter of fiscal 2017 and the percentage change in those metrics versus the prior year period:

(in millions except percentages and as noted)

	Q2 2017								
	GAAP			Constant Currency					
	Service Revenues	Product Sales & Other	Total Revenues	Service Revenues	Product Sales & Other	Total Revenues	Total Paid Weeks	Incoming Subscribers	EOP Subscribers
								(in thousands)	
North America	$ 203.2	$ 35.8	$ 239.0	$ 203.8	$ 35.9	$ 239.7	31.9	2,368.6	2,332.5
UK	19.8	6.7	26.4	22.1	7.5	29.6	4.6	327.3	332.9
CE	50.5	11.0	61.5	51.9	11.3	63.3	10.4	773.6	784.1
Other (1)	9.5	5.2	14.7	9.4	5.2	14.5	1.3	85.1	77.7
Total	$ 283.0	$ 58.7	$ 341.7	$ 287.3	$ 59.8	$ 347.1	48.1	3,554.6	3,527.2

	% Change Q2 2017 vs. Q2 2016								
North America	14.2%	6.4%	13.0%	14.6%	6.6%	13.3%	18.2%	17.0%	21.5%
UK	(1.7%)	(12.2%)	(4.6%)	10.1%	(1.8%)	6.9%	7.0%	7.1%	10.9%
CE	12.8%	(10.5%)	7.8%	16.1%	(7.9%)	10.9%	19.0%	18.5%	22.1%
Other (1)	8.8%	10.8%	9.5%	6.8%	10.5%	8.1%	5.0%	4.7%	3.4%
Total	12.5%	0.8%	10.3%	14.2%	2.8%	12.1%	16.8%	16.0%	20.1%

Note: Totals may not sum due to rounding.

(1) Represents Asia Pacific and emerging markets operations and franchise revenues.

(in millions except percentages and as noted)

	Q2 2017									
	Meeting Fees		Meeting	Incoming	EOP	Online Subscription Revenues		Online	Incoming	EOP
	GAAP	Constant Currency	Paid Weeks	Meeting Subscribers	Meeting Subscribers	GAAP	Constant Currency	Paid Weeks	Online Subscribers	Online Subscribers
				(in thousands)					(in thousands)	
North America	$ 129.7	$ 130.1	13.9	995.6	980.2	$ 73.5	$ 73.8	17.9	1,372.9	1,352.4
UK	14.0	15.7	2.7	189.3	188.8	5.7	6.4	1.9	138.0	144.1
CE	24.8	25.5	3.0	226.3	216.7	25.7	26.4	7.3	547.4	567.3
Other (1)	6.5	6.4	0.7	39.0	35.5	3.0	3.0	0.6	46.1	42.2
Total	$ 175.0	$ 177.6	20.3	1,450.2	1,421.2	$ 108.0	$ 109.6	27.7	2,104.4	2,106.0

	% Change Q2 2017 vs. Q2 2016									
North America	12.8%	13.2%	13.8%	14.7%	16.2%	16.7%	17.1%	21.8%	18.8%	25.7%
UK	(6.8%)	4.3%	0.6%	1.2%	6.1%	13.6%	27.2%	17.7%	16.4%	18.1%
CE	0.5%	3.4%	1.0%	3.0%	4.0%	28.0%	31.7%	28.4%	26.4%	30.8%
Other (1)	9.1%	6.5%	8.8%	9.3%	7.6%	8.2%	7.4%	0.8%	1.1%	0.1%
Total	8.9%	10.6%	9.7%	10.7%	12.5%	18.8%	20.6%	22.6%	20.1%	25.8%

Note: Totals may not sum due to rounding.

(1) Represents Asia Pacific and emerging markets operations and franchise revenues.

North America Performance

The increase in North America revenues in the second quarter of fiscal 2017 versus the prior year period was driven by the increase in Service Revenues. The increase in Service Revenues was driven primarily by an increase in Meeting Fees and to a lesser extent an increase in Online Subscription Revenues. The increase in North America Total Paid Weeks resulted from both the higher number of Incoming Subscribers at the beginning of the second quarter of fiscal 2017 versus the beginning of the second quarter of fiscal 2016 and higher recruitments in the second quarter of fiscal 2017 versus the prior year period.

The increase in North America product sales and other in the second quarter of fiscal 2017 versus the prior year period was driven by an increase in product sales, partially offset by a decline in licensing revenue.

United Kingdom Performance

The decline in UK revenues in the second quarter of fiscal 2017 versus the prior year period was driven by the negative impact of foreign currency. Excluding the impact of foreign currency, UK revenues would have increased, driven by an increase in Service Revenues. This increase in Service Revenues on a constant currency basis, in the second quarter of fiscal 2017 versus the prior year period was primarily the result of an increase in Online Subscription Revenues.

Partially offsetting UK Service Revenues was the decline in UK product sales and other in the second quarter of fiscal 2017 versus the prior year period. This decrease in UK product sales and other was driven primarily by a decrease in licensing revenue.

Continental Europe Performance

The increase in Continental Europe revenues in the second quarter of fiscal 2017 versus the prior year period was driven primarily by the increase in Service Revenues. The increase in Service Revenues in the second quarter of fiscal 2017 versus the prior year period was primarily the result of an increase in Online Subscription Revenues. The increase in Online Subscription Revenues was driven by the higher number of Incoming Online Subscribers at the beginning of the second quarter of fiscal 2017 versus the beginning of the second quarter of fiscal 2016 and by an increase in recruitments in the Online business for the second quarter of fiscal 2017 versus the prior year period.

The increase in Continental Europe Service Revenues was partially offset by the decline in Continental Europe product sales and other in the second quarter of fiscal 2017 versus the prior year period.

Other Performance

The increase in Other revenues in the second quarter of fiscal 2017 versus the prior year period was driven primarily by the increase in Service Revenues. The increase in Other Total Paid Weeks was driven primarily by the higher number of Incoming Subscribers at the beginning of the second quarter of fiscal 2017 versus the beginning of the second quarter of fiscal 2016.

The increase in product sales and other in the second quarter of fiscal 2017 versus the second quarter of fiscal 2016 was driven by an increase in other product sales from our franchisees as well as an increase in in-meeting product sales.

RESULTS OF OPERATIONS

SIX MONTHS ENDED JULY 1, 2017 COMPARED TO THE SIX MONTHS ENDED JULY 2, 2016

The table below sets forth selected financial information for the first six months of fiscal 2017 from our consolidated statements of net income for the six months ended July 1, 2017 versus selected financial information for the first six months of fiscal 2016 from our consolidated statements of net income for the six months ended July 2, 2016:

Summary of Selected Financial Data

	(In millions, except per share amounts) For the Six Months Ended				
	July 1, 2017	July 2, 2016	Increase/ (Decrease)	% Change	% Change Constant Currency
Revenues, net	$ 670.7	$ 616.7	$ 54.1	8.8%	10.4%
Cost of revenues	317.6	306.0	11.7	3.8%	5.3%
Gross profit	353.1	310.7	42.4	13.6%	15.4%
Gross Margin %	*52.6 %*	*50.4 %*			
Marketing expenses	128.4	127.7	0.7	0.5%	2.3%
Selling, general & administrative expenses	98.3	95.7	2.6	2.7%	3.7%
Operating income	126.4	87.3	39.2	44.9%	47.3%
Operating Income Margin %	*18.9 %*	*14.2 %*			
Interest expense	55.2	58.6	(3.4)	(5.8%)	(5.8%)
Other expense, net	0.2	0.5	(0.3)	71.8%	71.8%
Gain on early extinguishment of debt	(1.6)	0.0	(1.6)	100.0%	100.0%
Income before income taxes	72.6	28.1	44.5	100.0%	100.0%
Provision for income taxes	16.9	8.4	8.4	100.0%	100.0%
Net income	55.7	19.7	36.1	100.0%	100.0%
Net loss attributable to the noncontrolling interest	0.1	0.1	0.0	36.9%	10.3%
Net income attributable to Weight Watchers International, Inc.	$ 55.8	$ 19.7	$ 36.1	100.0%	100.0%
Weighted average diluted shares outstanding	67.3	65.9	1.4	2.1%	2.1%
Diluted earnings per share	$ 0.83	$ 0.30	$ 0.53	100.0%	100.0%

Note: Totals may not sum due to rounding.

Consolidated Results

Revenues

Revenues in the first six months of fiscal 2017 were $670.7 million, an increase of $54.1 million or 8.8% versus the first six months of fiscal 2016. Excluding the impact of foreign currency, which negatively impacted our revenues for the first six months of fiscal 2017 by $9.9 million, revenues in the first six months of fiscal 2017 would have increased 10.4% versus the prior year period. This increase was driven primarily by revenue growth in North America. See "—Segment Results" for additional details on revenues.

Cost of Revenues and Gross Profit

Total cost of revenues in the first six months of fiscal 2017 increased $11.7 million, or 3.8%, versus the prior year period. Gross profit increased $42.4 million, or 13.6% in the first six months of fiscal 2017 compared to the first six months of fiscal 2016 primarily due to the increase in revenues. Excluding the impact of foreign currency, which negatively impacted gross profit for the first six months of fiscal 2017 by $5.4 million, gross profit in the first six months of fiscal 2017 would have increased 15.4% versus the prior year period. Gross margin in the first six months of fiscal 2017 increased 2.3% to 52.6% versus 50.4% in the first six months of fiscal 2016. Gross margin expansion was driven primarily by improved leverage in both the meetings and Online businesses and a mix shift to the higher margin Online business. This expansion was partially offset by lower revenues in our high margin licensing business.

Marketing

Marketing expenses for the first six months of fiscal 2017 increased $0.7 million, or 0.5%, versus the first six months of fiscal 2016. Excluding the impact of foreign currency, which decreased marketing expenses for the first six months of fiscal 2017 by $2.2 million, marketing expenses in the first six months of fiscal 2017 would have increased 2.3% versus the first six months of fiscal 2016. Marketing expenses as a percentage of revenue were 19.1% in the first six months of fiscal 2017 as compared to 20.7% in the prior year period.

Selling, General and Administrative

Selling, general and administrative expenses for the first six months of fiscal 2017 increased $2.6 million, or 2.7%, versus the first six months of fiscal 2016. Excluding the impact of foreign currency, which decreased selling, general and administrative expenses for the first six months of fiscal 2017 by $1.0 million, selling, general and administrative expenses in the first six months of fiscal 2017 would have increased 3.7% versus the prior year period. The increase in selling, general and administrative expenses in the first six months of fiscal 2017 was driven primarily by higher compensation and incentive related costs. Selling, general and administrative expenses as a percentage of revenue for the first six months of fiscal 2017 decreased to 14.7% from 15.5% for the first six months of fiscal 2016.

Operating Income

Operating income for the first six months of fiscal 2017 increased $39.2 million, or 44.9%, versus the first six months of fiscal 2016. Excluding the impact of foreign currency, which negatively impacted operating income for the first six months of fiscal 2017 by $2.2 million, operating income in the first six months of fiscal 2017 would have increased 47.3% versus the prior year period. This increase in operating income was driven primarily by higher operating income in North America as compared to the prior year period. Operating income margin increased 4.7% for the first six months of fiscal 2017 compared to the first six months of fiscal 2016. This increase in operating income margin was driven in part by an increase in gross margin, a decrease in marketing expenses as a percentage of revenue, and a decrease in selling, general and administrative expenses as a percentage of revenue, all as compared to the prior year period.

Interest Expense

Interest expense in the first six months of fiscal 2017 decreased $3.4 million, or 5.8%, versus the first six months of fiscal 2016. The decrease in interest expense was driven primarily by the decrease in our average debt outstanding, which decreased to $2.0 billion in the first six months of fiscal 2017 from $2.1 billion in the first six months of fiscal 2016. This decrease in interest expense was due to: (i) prepayment of $75.5 million in aggregate principal amount of term loans outstanding under the Tranche B-2 Term Facility; (ii) lower interest expense from the impact of our interest rate swap; and (iii) the payment in full in April 2016 of the principal amount of loans outstanding under the Tranche B-1 Term Facility (defined hereafter) and the aggregate payments in the third quarter of fiscal 2016 of the outstanding principal amount of $48.0 million on the Revolving Facility. The effective interest rate on our debt, based on interest incurred (which includes amortization of our deferred financing costs) and our average borrowings during the first six months of fiscal 2017 and the first six months of fiscal 2016 and excluding the impact of our interest rate swap, increased to 4.64% per annum at the end of the first six months of fiscal 2017 from 4.30% per annum at the end of the first six months of fiscal 2016. Including the impact of our interest rate swap, our effective interest rate on our debt, based on interest incurred (which includes amortization of our deferred financing costs) and our average borrowings during the first six months of fiscal 2017 and the first six months of fiscal 2016, increased to 5.56% per annum at the end of the first six months of fiscal 2017 from 5.45% per annum at the end of the first six months of fiscal 2016. See “—Liquidity and Capital Resources—Long-Term Debt” for additional details regarding interest rates on our debt outstanding, the Revolving Facility and payments on our debt. For additional details on our interest rate swap, see “Item 3. Quantitative and Qualitative Disclosures about Market Risk” in Part I of this Quarterly Report on Form 10-Q.

Other Expense, Net

Other expense, net, which consists primarily of the impact of foreign currency on intercompany transactions, decreased by $0.3 million in the first six months of fiscal 2017 to $0.2 million as compared to $0.5 million in the prior year period.

Gain on Early Extinguishment of Debt

In May 2017, we paid an aggregate amount of cash proceeds totaling $73.0 million plus an amount sufficient to pay accrued and unpaid interest on the amount prepaid to prepay $75.5 million in aggregate principal amount of term loans under the Tranche B-2 Term Facility. As a result of this prepayment, we wrote-off fees of $0.6 million, incurred fees of $0.3 million and recorded a gain on early extinguishment of debt of $1.6 million, inclusive of these fees, in the second quarter of fiscal 2017.

Tax

Our effective tax rate for the first six months of fiscal 2017 was 23.2% as compared to 30.0% for the first six months of fiscal 2016. This decrease in the first six months of fiscal 2017 was driven primarily by the $11.6 million tax benefit related to the cessation of operations of our Spanish subsidiary.

Net Income Attributable to the Company and Earnings Per Share

Net income attributable to the Company in the first six months of fiscal 2017 reflected a $36.1 million, or 182.8% increase from the first six months of fiscal 2016. Excluding the impact of foreign currency, which negatively impacted net income attributable to the Company in the first six months of fiscal 2017 by $1.4 million, net income attributable to the Company in the first six months of fiscal 2017 would have increased by 189.7% versus the prior year period. Net income attributable to the Company in the first six months of fiscal 2017 was impacted by the following items that affect year-over-year comparability: (i) an $11.6 million tax benefit related to the cessation of operations of our Spanish subsidiary and (ii) a $1.0 million (after-tax) gain on early extinguishment of debt. Net income attributable to the Company in the first six months of fiscal 2016 included a reversal of a $2.5 million valuation allowance related to tax benefits for foreign losses that are expected to be realized. Net income attributable to the Company in the first six months of fiscal 2017 was driven primarily by higher operating income, lower tax expense, a decline in the interest expense and a gain on the early extinguishment of debt.

EPS in the first six months of fiscal 2017 was $0.83 compared to $0.30 in the first six months of fiscal 2016. The lower tax rate of 23.2% in the first six months of fiscal 2017 compared to 30.0% in the first six months of fiscal 2016 resulted in a net benefit. This EPS benefit was primarily comprised of (i) a tax benefit of $0.18 that was offset by $0.01 of expense, both related to the cessation of operations of our Spanish subsidiary and (ii) $0.01 gain on early extinguishment of debt. For the first six months of fiscal 2016, EPS included a $0.04 benefit in connection with the release of a valuation allowance related to tax benefits for foreign losses that are expected to be realized.

Segment Results

Metrics and Business Trends

The following tables set forth key metrics by reportable segment for the first six months of fiscal 2017 and the percentage change in those metrics versus the prior year period:

(in millions except percentages and as noted)

	First Half 2017								
	GAAP			Constant Currency					
	Service Revenues	Product Sales & Other	Total Revenues	Service Revenues	Product Sales & Other	Total Revenues	Total Paid Weeks	Incoming Subscribers (in thousands)	EOP Subscribers (in thousands)
North America	$ 395.3	$ 76.4	$ 471.7	$ 395.6	$ 76.4	$ 471.9	61.0	1,719.2	2,332.5
UK	36.3	14.1	50.4	41.3	16.0	57.3	8.9	265.1	332.9
CE	94.0	24.9	118.9	97.1	25.7	122.8	19.8	564.7	784.1
Other (1)	18.8	10.9	29.6	17.8	10.7	28.5	2.6	72.2	77.7
Total	$ 544.5	$ 126.3	$ 670.7	$ 551.8	$ 128.8	$ 680.6	92.3	2,621.1	3,527.2
	% Change First Half 2017 vs. First Half 2016								
North America	12.2%	12.2%	12.2%	12.3%	12.2%	12.3%	16.3%	12.3%	21.5%
UK	(10.1%)	(13.0%)	(10.9%)	2.2%	(1.0%)	1.3%	4.6%	0.8%	10.9%
CE	9.3%	(6.8%)	5.5%	12.9%	(3.7%)	8.9%	16.6%	6.4%	22.1%
Other (1)	13.4%	5.2%	10.2%	7.7%	3.3%	6.0%	6.8%	12.2%	3.4%
Total	9.9%	4.0%	8.8%	11.4%	6.2%	10.4%	14.9%	9.7%	20.1%

Note: Totals may not sum due to rounding.

(1) Represents Asia Pacific and emerging markets operations and franchise revenues.

(in millions except percentages and as noted)

	First Half 2017									
	Meeting Fees					Online Subscription Revenues				
	GAAP	Constant Currency	Meeting Paid Weeks	Incoming Meeting Subscribers (in thousands)	EOP Meeting Subscribers (in thousands)	GAAP	Constant Currency	Online Paid Weeks	Incoming Online Subscribers (in thousands)	EOP Online Subscribers (in thousands)
North America	$ 253.7	$ 253.8	26.8	743.9	980.2	$ 141.7	$ 141.8	34.3	975.3	1,352.4
UK	26.1	29.7	5.3	154.8	188.8	10.2	11.6	3.6	110.3	144.1
CE	46.8	48.3	5.9	171.7	216.7	47.2	48.8	13.9	393.0	567.3
Other (1)	12.8	12.0	1.4	31.6	35.5	6.0	5.8	1.2	40.6	42.2
Total	$ 339.4	$ 343.8	39.4	1,102.0	1,421.2	$ 205.1	$ 207.9	52.9	1,519.1	2,106.0
	% Change First Half 2017 vs. First Half 2016									
North America	12.0%	12.0%	13.1%	15.3%	16.2%	12.7%	12.7%	19.0%	10.0%	25.7%
UK	(14.1%)	(2.4%)	(1.3%)	1.1%	6.1%	2.2%	15.9%	14.8%	0.3%	18.1%
CE	(2.8%)	0.4%	0.1%	(0.4%)	4.0%	24.6%	28.8%	25.3%	9.7%	30.8%
Other (1)	13.7%	7.1%	10.0%	16.2%	7.6%	12.7%	9.1%	3.1%	9.3%	0.1%
Total	7.3%	8.7%	8.7%	10.4%	12.5%	14.6%	16.2%	19.9%	9.2%	25.8%

Note: Totals may not sum due to rounding.

(1) Represents Asia Pacific and emerging markets operations and franchise revenues.

North America Performance

The increase in North America revenues in the first six months of fiscal 2017 versus the prior year period was driven primarily by the increase in Service Revenues. The increase in Service Revenues was driven primarily by an increase in Meeting Fees and an increase in Online Subscription Revenues. The increase in North America Total Paid Weeks resulted from both the higher number of Incoming Subscribers at the beginning of fiscal 2017 versus the beginning of fiscal 2016 and higher recruitments in the first six months of fiscal 2017 versus the prior year period. This increase in recruitments was driven by effective promotional strategy and marketing execution, as well as by continued improvements to our products and services.

The increase in North America product sales and other in the first six months of fiscal 2017 versus the prior year period was driven primarily by an increase in product sales, partially offset by a decline in licensing revenue.

United Kingdom Performance

The decline in UK revenues in the first six months of fiscal 2017 versus the prior year period was driven by the negative impact of foreign currency. Excluding the impact of foreign currency, UK revenues would have increased, driven by an increase in Service Revenues. This increase in Service Revenues on a constant currency basis, in the first six months of fiscal 2017 versus the prior year period was the result of an increase in Online Subscription Revenues, partially offset by a decrease in Meeting Fees. Service Revenues in the first six months of fiscal 2017 versus the prior year period benefited from both higher Online recruitments and the higher number of Incoming Subscribers at the beginning of fiscal 2017 versus the beginning of fiscal 2016.

Additionally, the decline in UK revenues in the first six months of fiscal 2017 was driven in part by the decline in UK product sales and other in the first six months of fiscal 2017 versus the prior year period, which was driven by the decline in licensing revenue.

Continental Europe Performance

The increase in Continental Europe revenues in the first six months of fiscal 2017 versus the prior year period was driven primarily by the increase in Service Revenues. The increase in Service Revenues in the first six months of fiscal 2017 versus the prior year period was the result of an increase in Online Subscription Revenues. The increase in Online Subscription Revenues was driven by the higher number of Incoming Online Subscribers at the beginning of fiscal 2017 versus the beginning of fiscal 2016 and by an increase in recruitments in the Online business for the first six months of fiscal 2017 versus the prior year period.

The increase in Continental Europe revenues was partially offset by the decline in Continental Europe product sales and other in the first six months of fiscal 2017 versus the prior year period.

Other Performance

The increase in Other revenues in the first six months of fiscal 2017 versus the prior year period was driven primarily by the increase in Service Revenues. The increase in Other Total Paid Weeks was driven primarily by the higher number of Incoming Subscribers at the beginning of fiscal 2017 versus the beginning of fiscal 2016.

The increase in product sales and other in the first six months of fiscal 2017 versus the first six months of fiscal 2016 was driven primarily by an increase in in-meeting product sales as well as an increase in other product sales from our franchisees, partially offset by a decline in licensing revenue.

LIQUIDITY AND CAPITAL RESOURCES

Cash flows provided by operating activities have historically supplied, and are expected to continue to supply, us with our primary source of liquidity. We use these cash flows, supplemented with long-term debt and short-term borrowings, to fund our operations and global initiatives, pay down debt and opportunistically engage in selective acquisitions. We believe that cash generated by operations during fiscal 2017, our cash on hand of $104.5 million at July 1, 2017 and our continued cost focus will provide us with sufficient liquidity to meet our obligations for the next twelve months.

Balance Sheet Working Capital

The following table sets forth certain relevant measures of our balance sheet working capital at:

	July 1, 2017	December 31, 2016	Increase/ (Decrease)
		(in millions)	
Total current assets	$ 214.9	$ 235.2	$ (20.3)
Total current liabilities	272.8	292.4	(19.6)
Working capital deficit	(57.9)	(57.2)	0.7
Cash and cash equivalents	104.5	108.7	(4.2)
Current portion of long-term debt	20.2	21.0	(0.8)
Working capital deficit, excluding cash and cash equivalents and current portion of long-term debt	$ (142.2)	$ (144.9)	$ (2.7)

We generally operate with negative working capital that is driven in part by our commitment and subscription plans which are our primary payment method. These plans require members and subscribers to pay us for meetings and Online subscription products before we pay for our obligations in the normal course of business. These prepayments are recorded as a current liability on our balance sheet which has resulted in, and in certain circumstances has helped drive, negative working capital. This core characteristic of our business model is expected to continue. However, in a period in which revenue is increasing, we get higher working capital benefit from this deferred revenue.

Including cash and cash equivalents and the current portion of long-term debt, our working capital deficit increased by $0.7 million to $57.9 million at July 1, 2017 from $57.2 million at December 31, 2016. Excluding cash and cash equivalents and the current portion of long-term debt, the working capital deficit at July 1, 2017 decreased by $2.7 million to $142.2 million from $144.9 million at December 31, 2016. The factors contributing to this decrease in our working capital deficit were: (i) a $22.5 million decrease in operational liabilities and other arising primarily from higher accrued liability balances at December 31, 2016, (ii) a $6.3 million decrease in the derivative payable due to a decrease in the fair value, (iii) a $3.2 million increase in prepaid income taxes as of July 1, 2017 primarily due to a tax benefit related to the cessation of operations of our Spanish subsidiary, and (iv) a $1.8 million decrease in accrued salaries and wages. These factors were offset by: (i) a $23.7 million increase in deferred revenue driven by improved business performance, and (ii) a $7.4 million decrease in other current assets.

Cash Flows

The following table sets forth a summary of the Company’s cash flows for the six months ended:

	July 1, 2017	July 2, 2016
	(in millions)	
Net cash provided by operating activities	$ 98.1	$ 46.4
Net cash used for investing activities	$ (19.1)	$ (19.9)
Net cash used for financing activities	$ (85.7)	$ (153.9)

Operating Activities

First Six Months of Fiscal 2017

Cash flows provided by operating activities of $98.1 million for the first six months of fiscal 2017 reflected an increase of $51.7 million from $46.4 million of cash flows used for operating activities in the first six months of fiscal 2016. The increase in cash provided by operating activities was primarily the result of $36.1 million of higher net income and a $9.5 million deferred tax provision benefit, as well as the $6.8 million of benefit from the year-over-year change in working capital. The working capital benefit consisted of a decrease in accounts payable, a decrease in accrued expenses and an increase in prepaid expenses. This working capital benefit was partially offset by a decrease in inventory, an increase in deferred revenue and an increase in income taxes payable in the first six months of fiscal 2017 as compared to the prior year period.

First Six Months of Fiscal 2016

Cash flows provided by operating activities of $46.4 million for the first six months of fiscal 2016 reflected an increase of $20.1 million from $26.3 million of cash flows used for operating activities in the first six months of fiscal 2015. The increase in cash provided by operating activities was primarily the result of $47.2 million of benefit from year-over-year change in working capital in the first six months of fiscal 2016 as compared to the prior year period.

Investing Activities

First Six Months of Fiscal 2017

Net cash used for investing activities totaled $19.1 million in the first six months of fiscal 2017, a decrease of $0.8 million as compared to the first six months of fiscal 2016, which included the acquisition of its franchisee for certain territories in South Florida for $2.9 million.

First Six Months of Fiscal 2016

Net cash used for investing activities totaled $19.9 million in the first six months of fiscal 2016, a decrease of $6.8 million as compared to the first six months of fiscal 2015. Our technology and operating infrastructure required less investment in the first six months of fiscal 2016 as compared to the first six months of fiscal 2015.

Financing Activities

First Six Months of Fiscal 2017

Net cash used for financing activities totaled $85.7 million in the first six months of fiscal 2017, primarily due to $73.0 million used for the debt prepayment and other scheduled debt repayments of $10.5 million in connection with the Tranche B-2 Term Facility in the first six months of fiscal 2017.

First Six Months of Fiscal 2016

Net cash used for financing activities totaled $153.9 million in the first six months of fiscal 2016, primarily due to a $144.3 million debt repayment in connection with the Tranche B-1 Term Facility and other scheduled debt repayments of $10.5 million in connection with the Tranche B-2 Term Facility, offset by a tax benefit for restricted stock units vested and stock options exercised of $0.9 million in the first six months of fiscal 2016.

Long-Term Debt

We currently plan to meet our long-term debt obligations by using cash flows provided by operating activities and opportunistically using other means to repay or refinance our obligations as we determine appropriate.

The following schedule sets forth our long-term debt obligations at July 1, 2017:

Long-Term Debt
At July 1, 2017
(Balances in millions)

	Balance
Tranche B-2 Term Facility due April 2, 2020	$ 1,935.4
Less: Current Portion	20.2
Unamortized Deferred Financing Costs	15.5
Total Long-Term Debt	$ 1,899.7

Our credit facilities at the end of the first quarter of fiscal 2013 consisted of the following term loan facilities and revolving credit facilities: a tranche B loan, or Term B Loan, a tranche C loan, or Term C Loan, a tranche D loan, or Term D Loan, a tranche E loan, or Term E Loan, a tranche F loan, or Term F Loan, revolving credit facility A-1, or Revolver A-1, and revolving credit facility A-2, or Revolver A-2.

On April 2, 2013, we refinanced our credit facilities pursuant to a new Credit Agreement, or as amended, supplemented or otherwise modified, the Credit Agreement, among the Company, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and an issuing bank, The Bank of Nova Scotia, as revolving agent, swingline lender and an issuing bank, and the other parties thereto. The Credit Agreement provides for (a) a revolving credit facility (including swing line loans and letters of credit) in an initial aggregate principal amount of $250.0 million that will mature on April 2, 2018, or the Revolving Facility, (b) an initial term B-1 loan credit facility in an aggregate principal amount of $300.0 million that matured on April 2, 2016, or Tranche B-1 Term Facility, and (c) an initial term B-2 loan credit facility in an aggregate principal amount of $2,100.0 million that will mature on April 2, 2020, or Tranche B-2 Term Facility. We refer herein to the Tranche B-1 Term Facility together with the Tranche B-2 Term Facility as the Term Facilities, and the Term Facilities and Revolving Facility collectively as the WWI Credit Facility. In connection with this refinancing, we used the proceeds from borrowings under the Term Facilities to pay off a total of $2,399.9 million of outstanding loans, consisting of $128.8 million of Term B Loans, $110.6 million of Term C Loans, $117.6 million of Term D Loans, $1,125.0 million of Term E Loans, $817.9 million of Term F Loans, $21.2 million of loans under the Revolver A-1 and $78.8 million of loans under the Revolver A-2. Following the refinancing of a total of $2,399.9 million of loans, at April 2, 2013, we had $2,400.0 million debt outstanding under the Term Facilities and $248.8 million of availability under the Revolving Facility. We incurred fees of $44.8 million during the second quarter of fiscal 2013 in connection with this refinancing. In the second quarter of fiscal 2013, we wrote-off fees associated with this refinancing which resulted in our recording a charge of $21.7 million in early extinguishment of debt.

On September 26, 2014, we entered into an agreement with certain lenders amending the Credit Agreement that, among other things, eliminated the Financial Covenant (as defined in the Credit Agreement) with respect to the Revolving Facility. In connection with this amendment, we wrote-off deferred financing fees of approximately $1.6 million in the third quarter of fiscal 2014. Concurrently with and in order to effect this amendment, we reduced the amount of the Revolving Facility from $250.0 million to $50.0 million.

Under the terms of the Credit Agreement, depending on our Consolidated Leverage Ratio (as defined in the Credit Agreement), on an annual basis on or about the time we are required to deliver our financial statements for any fiscal year, we are obligated to offer to prepay a portion of the outstanding principal amount of the Term Facilities in an aggregate amount determined by a percentage of our annual excess cash flow (as defined in the Credit Agreement). On March 13, 2015, we commenced an offer to prepay at a discount to par up to $75.0 million in aggregate principal amount of term loans outstanding under the Tranche B-1 Term Facility. On March 20, 2015, we accepted offers with a discount equal to or greater than 9.00% in respect of such term loans. On March 25, 2015, we paid an aggregate amount of cash proceeds totaling $57.4 million plus an amount sufficient to pay accrued and unpaid interest on the amount prepaid to prepay $63.1 million in aggregate principal amount of such term loans under the Tranche B-1 Term Facility. This expenditure reduced, on a dollar for dollar basis, our $59.7 million obligation to make a mandatory excess cash flow prepayment offer to the term loan lenders under the terms of the Credit Agreement. In addition, we made a voluntary prepayment at par on March 25, 2015 of $2.5 million in respect of such term loans under the Tranche B-1 Term Facility to reduce the remaining excess cash flow prepayment obligation for fiscal 2014. As a result of this prepayment, we wrote-off fees of $0.3 million, incurred fees of $0.6 million and recorded a gain on early extinguishment of debt of $4.7 million, inclusive of these fees, in the first quarter of fiscal 2015.

On June 17, 2015, we commenced another offer to prepay at a discount to par up to $229.0 million in aggregate principal amount of term loans outstanding under the Tranche B-1 Term Facility. On June 22, 2015, we accepted offers with a discount equal to or greater than 9.00% in respect of such term loans. On June 26, 2015, we paid an aggregate amount of cash proceeds totaling $77.2 million plus an amount sufficient to pay accrued and unpaid interest on the amount prepaid to prepay $84.9 million in aggregate principal amount of such term loans under the Tranche B-1 Term Facility. As a result of this prepayment, we wrote-off fees of $0.3 million, incurred fees of $0.6 million and recorded a gain on early extinguishment of debt of $6.7 million, inclusive of these fees, in the second quarter of fiscal 2015.

On July 14, 2015, we drew down the $48.0 million available on our Revolving Facility in order to enhance our cash position and to provide additional financial flexibility. As of January 2, 2016, the revolver borrowing was classified as a short-term liability in consideration of the fact that the terms of the Revolving Facility require an assessment as to whether there have been any material adverse changes with respect to the Company in connection with our monthly interest elections. Although the revolver borrowing had classified as a short-term liability as of January 2, 2016, absent any change in fact and circumstance, we had, and continue to have, the ability to extend and not repay the Revolving Facility until its due date of April 2, 2018.

On April 1, 2016, we paid in full, with cash on hand, a principal amount of term loans equal to $144.3 million, which constituted the entire remaining principal amount of term loans outstanding under the Tranche B-1 Term Facility due April 2, 2016.

On July 29, 2016, we paid down, with cash on hand, a principal amount of $25.0 million of the $48.0 million outstanding under the Revolving Facility. On September 16, 2016, we paid down, with cash on hand, the remaining outstanding principal amount of $23.0 million on the Revolving Facility.

On May 18, 2017, we commenced another offer to prepay at a discount to par up to $75.0 million in aggregate principal amount of term loans outstanding under the Tranche B-2 Term Facility. On May 24, 2017, we accepted offers with a discount equal to or greater than 3.28% in respect of such term loans. On May 25, 2017, we paid an aggregate amount of cash proceeds totaling $73.0 million plus an amount sufficient to pay accrued and unpaid interest on the amount prepaid to prepay $75.5 million in aggregate principal amount of such term loans under the Tranche B-2 Term Facility. As a result of this prepayment, we wrote-off fees of $0.6

million, incurred fees of $0.3 million and recorded a gain on early extinguishment of debt of $1.6 million, inclusive of these fees, in the second quarter of fiscal 2017.

At July 1, 2017, the Revolving Facility had $0 outstanding, $1.8 million in issued but undrawn letters of credit outstanding thereunder and $48.2 million in available unused commitments thereunder. The proceeds from borrowings under the Revolving Facility (including swing line loans and letters of credit) are available to be used for working capital and general corporate purposes. At July 1, 2017, under the WWI Credit Facility, we had $1,935.4 million outstanding consisting entirely of a term loan under the Tranche B-2 Term Facility. At July 1, 2017 and December 31, 2016, our debt consisted entirely of variable-rate instruments. An interest rate swap was entered into to hedge a portion of the cash flow exposure associated with our variable-rate borrowings. The weighted average interest rate (which includes amortization of deferred financing costs) on our outstanding debt, exclusive of the impact of the swap, was approximately 4.64% and 4.41% per annum at July 1, 2017 and December 31, 2016, respectively, based on interest rates on the applicable dates. The weighted average interest rate (which includes amortization of deferred financing costs) on our outstanding debt, including the impact of the swap, was approximately 5.27% and 5.32% per annum at July 1, 2017 and December 31, 2016, respectively, based on interest rates on the applicable dates.

Borrowings under the Credit Agreement bear interest at a rate equal to, at our option, LIBOR plus an applicable margin or a base rate plus an applicable margin. LIBOR under the Tranche B-2 Term Facility is subject to a minimum interest rate of 0.75% and the base rate under the Tranche B-2 Term Facility is subject to a minimum interest rate of 1.75%. Under the terms of the Credit Agreement, in the event we receive a corporate rating of BB- (or lower) from S&P and a corporate rating of Ba3 (or lower) from Moody’s, the applicable margin relating to the Term Facilities would increase by 25 basis points. On February 21, 2014, both S&P and Moody’s issued revised corporate ratings of the Company of B+ and B1, respectively. As a result, effective February 21, 2014, the applicable margin on borrowings under the Tranche B-1 Term Facility went from 2.75% to 3.00% and on borrowings under the Tranche B-2 Term Facility went from 3.00% to 3.25%. The applicable margin relating to the Revolving Facility will fluctuate depending upon our Consolidated Leverage Ratio. At April 1, 2016, the date of payment of the principal amount of loans outstanding under the Tranche B-1 Term Facility discussed above, borrowings under the Tranche B-1 Term Facility bore interest at LIBOR plus an applicable margin of 3.00%. At July 1, 2017, borrowings under the Tranche B-2 Term Facility bore interest at LIBOR plus an applicable margin of 3.25%. Based on our Consolidated Leverage Ratio as of July 1, 2017, had there been any borrowings under the Revolving Facility, it would have borne interest at LIBOR plus an applicable margin of 2.50%. On a quarterly basis, we will pay a commitment fee to the lenders under the Revolving Facility in respect of unutilized commitments thereunder, which commitment fee will fluctuate, but in no event exceed 0.50% per annum, depending upon our Consolidated Leverage Ratio. At our Consolidated Leverage Ratio of 6:32:1.00 as of July 1, 2017, the commitment fee was 0.50% per annum. We also will pay customary letter of credit fees and fronting fees under the Revolving Facility.

The Credit Agreement contains customary covenants including covenants that, in certain circumstances, restrict our ability to incur additional indebtedness, pay dividends on and redeem capital stock, make other payments, including investments, sell our assets and enter into consolidations, mergers and transfers of all or substantially all of our assets. The WWI Credit Facility does not require us to meet any financial maintenance covenants and is guaranteed by certain of our existing and future subsidiaries. Substantially all of our assets secure the WWI Credit Facility.

The following schedule sets forth our year-by-year debt obligations at July 1, 2017:

Total Debt Obligation
(Including Current Portion)
At July 1, 2017
(in millions)

Remainder of fiscal 2017	$	10.1
Fiscal 2018	$	15.2
Fiscal 2019	$	20.2
Fiscal 2020	$	1,889.9
Total	$	1,935.4

Accumulated Other Comprehensive Loss

Our accumulated other comprehensive loss includes changes in the fair value of derivative instruments and the effects of foreign currency translations. At July 1, 2017 and July 2, 2016, the cumulative balance of changes in fair value of derivative instruments, net of taxes, was a loss of $13.3 million and $34.2 million, respectively. At July 1, 2017 and July 2, 2016, the cumulative balance of the effects of foreign currency translations, net of taxes, was a loss of $7.4 million and $7.5 million, respectively.

Dividends and Stock Transactions

We do not currently pay a cash dividend. Any future determination to declare and pay dividends will be made at the discretion of our Board of Directors, after taking into account our financial results, capital requirements and other factors it may deem relevant. The WWI Credit Facility also contains restrictions on our ability to pay dividends on our common stock.

On October 9, 2003, our Board of Directors authorized, and we announced, a program to repurchase up to $250.0 million of our outstanding common stock. On each of June 13, 2005, May 25, 2006 and October 21, 2010, our Board of Directors authorized, and we announced, adding $250.0 million to this program. The repurchase program allows for shares to be purchased from time to time in the open market or through privately negotiated transactions. No shares will be purchased from Artal Holdings Sp. z o.o., Succursale de Luxembourg and its parents and subsidiaries under this program. The repurchase program currently has no expiration date. During the six months ended July 1, 2017 and July 2, 2016, we repurchased no shares of our common stock in the open market under this program.

The WWI Credit Facility provides that we are permitted to pay dividends and extraordinary dividends, as well as repurchase shares of our common stock, so long as we are not in default under the Credit Agreement. However, payment of extraordinary dividends and stock repurchases shall not exceed $100.0 million in the aggregate in any fiscal year if our Consolidated Leverage Ratio is greater than 3.25:1. As of July 1, 2017, our Consolidated Leverage Ratio was greater than 3.25:1 and we expect that it will remain above 3.25:1 for the foreseeable future.

EBITDAS

We define EBITDAS, a non-GAAP financial measure, as earnings before interest, taxes, depreciation, amortization and stock-based compensation. The table below sets forth the calculations for EBITDAS for the three and six months ended July 1, 2017 and July 2, 2016, and for the trailing twelve months ended July 1, 2017:

(in millions)

	Three Months Ended		Six Months Ended		
	July 1, 2017	July 2, 2016	July 1, 2017	July 2, 2016	Trailing Twelve Months
Net Income	$ 45.2	$ 30.5	$ 55.8	$ 19.7	$ 103.9
Interest	27.1	28.6	55.2	58.6	$ 111.7
Taxes	26.0	14.0	16.9	8.4	$ 25.1
Depreciation and Amortization	12.7	12.9	25.6	25.8	$ 52.5
Stock-based Compensation	2.5	1.7	4.8	4.9	$ 6.4
EBITDAS	$ 113.4	$ 87.8	$ 158.3	$ 117.5	$ 299.6

Note: Totals may not sum due to rounding.

Reducing leverage is a clear capital structure priority for the Company. As part of our commitment to deleveraging, we are targeting a year end 2018 net debt/EBITDAS ratio of less than 4.5x, based on improved operating performance and cash generation. As of July 1, 2017 our trailing twelve months EBITDAS was $299.6 million and our net debt/EBITDAS ratio was 6.1x. We present EBITDAS because we consider this to be a useful supplemental measure of our performance. In addition, we believe EBITDAS is useful to investors, analysts and rating agencies in measuring the ability of a company to meet its debt service obligations. See “Non-GAAP Financial Measures” herein for an explanation of our use of this non-GAAP financial measure.

OFF-BALANCE SHEET ARRANGEMENTS

As part of our ongoing business, we do not participate in transactions that generate relationships with unconsolidated entities or financial partnerships established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes, such as entities often referred to as structured finance or special purpose entities.

SEASONALITY

Our business is seasonal due to the importance of the winter season to our overall recruitment environment. Our advertising schedule generally supports the three key recruitment-generating seasons of the year: winter, spring and fall, with winter having the highest concentration of advertising spending.

AVAILABLE INFORMATION

Corporate information and our press releases, Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, and amendments thereto, are available free of charge on our website at *www.weightwatchersinternational.com* as soon as reasonably practicable after such material is electronically filed with or furnished to the Securities and Exchange Commission (i.e., generally the same day as the filing). Moreover, we also make available at that site the Section 16 reports filed electronically by our officers, directors and 10 percent shareholders. Usually these are publicly accessible no later than the business day following the filing.

We use our website at *www.weightwatchersinternational.com*, corporate Facebook page (www.facebook.com/weightwatchers) and Instagram account (Instagram.com/weightwatchers) as channels of distribution of Company information. The information we post through these channels may be deemed material. Accordingly, investors should monitor these channels, in addition to following our press releases, Securities and Exchange Commission filings and public conference calls and webcasts. The contents of our website and social media channels shall not be deemed to be incorporated herein by reference.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As of July 1, 2017, the market risk disclosures appearing in "Item 7A. Quantitative and Qualitative Disclosures about Market Risk" of our Annual Report on Form 10-K for fiscal 2016 have not materially changed from December 31, 2016.

At the end of the second quarter of fiscal 2017, borrowings under the Tranche B-2 Term Facility bore interest at LIBOR plus an applicable margin of 3.25%. For the Tranche B-2 Term Facility, the minimum interest rate for LIBOR applicable to such facility pursuant to the terms of the Credit Agreement is set at 0.75%, referred to herein as the B-2 LIBOR Floor. In addition, at the end of the second quarter of fiscal 2017, our interest rate swap in effect had a notional amount of $1.25 billion. Accordingly, as of the end of the second quarter of fiscal 2017, based on the amount of variable rate debt outstanding and the then-current LIBOR rate, after giving consideration to the impact of the interest rate swap and the B-2 LIBOR Floor, a hypothetical 50 basis point increase in interest rates would have increased annual interest expense by approximately $3.4 million and a hypothetical 50 basis point decrease in interest rates would have decreased annual interest expense by approximately $3.8 million. This increase is driven primarily by the interest rate applicable to our Tranche B-2 Term Facility. This decrease is driven primarily by the lower debt balance resulting from our Tranche B-2 Term Facility prepayment of $73.0 million as well as the principal payments during the first and second quarters of fiscal 2017.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and our principal financial officer, as appropriate, to allow timely decisions regarding required disclosures. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Our management, with the participation of our principal executive officer and our principal financial officer, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of July 1, 2017, the end of the second quarter of fiscal 2017. Based upon that evaluation and subject to the foregoing, our principal executive officer and our principal financial officer concluded that, as of the end of the second quarter of fiscal 2017, the design and operation of our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting that occurred during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Raymond Roberts v. Weight Watchers International, Inc.

On January 7, 2016, an Online*Plus* member filed a putative class action complaint against the Company in the Supreme Court of New York, New York County, asserting class claims for breach of contract and violations of the New York General Business Law. On February 5, 2016, the Company removed the case to the United States District Court, Southern District of New York. On March 18, 2016, the plaintiff filed an amended complaint, alleging that, as a result of the temporary glitches in the Company's website and app in November and December 2015, the Company has: (1) breached its Subscription Agreement with its Online*Plus* members; and (2) engaged in deceptive acts and practices in violation of Section 350 of the New York General Business Law. The plaintiff is seeking unspecified actual, punitive and statutory damages, as well as his attorneys' fees and costs incurred in connection with this action. The Company filed a motion to dismiss on May 6, 2016. The plaintiff filed his opposition papers on June 9, 2016 and the Company filed its reply papers on June 23, 2016. The Court granted the Company's motion to dismiss on November 14, 2016. On November 16, 2016, the plaintiff filed a timely notice of appeal of the Court's decision and on January 31, 2017, the plaintiff filed his brief in support of appeal. The Company filed its opposition brief on April 5, 2017, and the plaintiff filed his reply brief on April 25, 2017. The Company believes that the plaintiff's appeal is without merit and will be denied in due course.

Other Litigation Matters

Due to the nature of the Company's activities, it is also, at times, subject to pending and threatened legal actions, including patent and other intellectual property actions, that arise out of the ordinary course of business. In the opinion of management, the disposition of any such matters is not expected, individually or in the aggregate, to have a material effect on the Company's results of operations, financial condition or cash flows. However, the results of legal actions cannot be predicted with certainty. Therefore, it is possible that the Company's results of operations, financial condition or cash flows could be materially adversely affected in any particular period by the unfavorable resolution of one or more legal actions.

ITEM 1A. RISK FACTORS

There have been no material changes in the risk factors from those detailed in our Annual Report on Form 10-K for fiscal 2016 other than as set forth below.

We are undergoing a chief executive officer transition, which could cause disruption to our business.

In September 2016, James R. Chambers resigned as President and Chief Executive Officer and as a director of the Company. Thereafter, a search was commenced for Mr. Chambers' successor. Effective July 5, 2017, Mindy Grossman was appointed President and Chief Executive Officer and as a director of the Company.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Nothing to report under this item.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Nothing to report under this item.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Nothing to report under this item.

ITEM 6. EXHIBITS

Exhibit Number	Description
**†Exhibit 10.1	Employment Agreement, dated as of April 21, 2017, by and between Weight Watchers International, Inc. and Mindy Grossman (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, as filed on April 26, 2017 (File No. 001-16769), and incorporated herein by reference).
**†Exhibit 10.2	Continuity Agreement, dated as of April 21, 2017, by and between Weight Watchers International, Inc. and Mindy Grossman (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K, as filed on April 26, 2017 (File No. 001-16769), and incorporated herein by reference).
**†Exhibit 10.3	Form of Term Sheet for Employee Stock Option Awards and Form of Terms and Conditions for Employee Stock Option Awards (Chief Executive Officer Initial Equity Award—Stock Incentive Plan Award) (filed as Exhibit 10.3 to the Company's Current Report on Form 8-K, as filed on April 26, 2017 (File No. 001-16769), and incorporated herein by reference).
**†Exhibit 10.4	Form of Term Sheet for Employee Stock Option Awards and Form of Terms and Conditions for Employee Stock Option Awards (Chief Executive Officer Initial Equity Award—Inducement Grant Award) (filed as Exhibit 10.4 to the Company's Current Report on Form 8-K, as filed on April 26, 2017 (File No. 001-16769), and incorporated herein by reference).
**†Exhibit 10.5	Form of Term Sheet for Employee Restricted Stock Unit Awards and Form of Terms and Conditions for Employee Restricted Stock Unit Awards (Chief Executive Officer Initial Equity Award) (filed as Exhibit 10.5 to the Company's Current Report on Form 8-K, as filed on April 26, 2017 (File No. 001-16769), and incorporated herein by reference).
**†Exhibit 10.6	Second Amended and Restated Weight Watchers International, Inc. 2014 Stock Incentive Plan (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, as filed on May 9, 2017 (File No. 001-16769), and incorporated herein by reference).
**†Exhibit 10.7	Letter Agreement, dated as of May 8, 2017, by and between Stacey Mowbray and Weight Watchers International, Inc. (filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q, as filed on May 10, 2017 (File No. 001-16769), and incorporated herein by reference).
*†Exhibit 10.8	2017 Form of Term Sheet for Employee Performance Stock Unit Awards and 2017 Form of Terms and Conditions for Employee Performance Stock Unit Awards.
*†Exhibit 10.9	2017 Form of Term Sheet for Employee Restricted Stock Unit Awards and 2017 Form of Terms and Conditions for Employee Restricted Stock Unit Awards.
*†Exhibit 10.10	2017 Form of Term Sheet for Employee Performance Stock Unit Awards and 2017 Form of Terms and Conditions for Employee Performance Stock Unit Awards (Chief Executive Officer Annual Equity Award).
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*Exhibit 31.2	Rule 13a-14(a) Certification by Nicholas P. Hotchkin, Chief Financial Officer.
*Exhibit 32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
*Exhibit 101	
*EX-101.INS	XBRL Instance Document
*EX-101.SCH	XBRL Taxonomy Extension Schema
*EX-101.CAL	XBRL Taxonomy Extension Calculation Linkbase
*EX-101.DEF	XBRL Taxonomy Extension Definition Linkbase
*EX-101.LAB	XBRL Taxonomy Extension Label Linkbase
*EX-101.PRE	XBRL Taxonomy Extension Presentation Linkbase

* Filed herewith.
** Previously filed.
† Represents a management arrangement or compensatory plan.

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.

WEIGHT WATCHERS INTERNATIONAL, INC.

Date: August 8, 2017

By: /s/ Mindy Grossman
Mindy Grossman
President, Chief Executive Officer and Director
(Principal Executive Officer)

Date: August 8, 2017

By: /s/ Nicholas P. Hotchkin
Nicholas P. Hotchkin
Chief Financial Officer
(Principal Financial and Accounting Officer)

EXHIBIT INDEX

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** Previously filed.
† Represents a management arrangement or compensatory plan.

(Back To Top)

Section 2: EX-10.8 (EX-10.8)

Exhibit 10.8

WEIGHT WATCHERS INTERNATIONAL, INC.
TERM SHEET FOR
EMPLOYEE PERFORMANCE STOCK UNIT AWARDS

FOR GOOD AND VALUABLE CONSIDERATION, Weight Watchers International, Inc., a Virginia corporation (the "Company"), hereby grants to the employee of the Company or its Affiliates as identified below (the "Employee") the target number of Performance Stock Units specified below which are ultimately payable in shares of Common Stock of the Company (the "PSU Award"). The PSU Award is granted upon the terms, and subject to the conditions, set forth in this Term Sheet, the Company's stock incentive plan specified below (as amended and restated, the "Plan"), and the Terms and Conditions for Employee Performance Stock Unit Awards promulgated under such Plan and as attached hereto (the "Terms and Conditions"), each hereby incorporated herein by this reference and each as amended from time to time (capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Terms and Conditions or the Plan).

Key Terms and Conditions	
Name of Employee:	[ ]
Grant Date:	[ ]
Plan:	Second Amended and Restated Weight Watchers International, Inc. 2014 Stock Incentive Plan
Target Number of Performance Stock Units:	[ ]
Scheduled Vesting Date:	[ ]
Performance Period:	[ ]

Vesting Schedule

1. Time-Vesting Service Condition. The PSU Award shall only vest upon (a) satisfaction of the Time-Vesting Service Condition as defined herein to be the Employee's continued employment with the Company or its Affiliates through the Scheduled Vesting Date set forth above or (b) the occurrence of an event detailed in Paragraph 3 below which deems the Time-Vesting Service Condition satisfied.

2. Performance Criteria.

(a) Performance Conditions. If the Employee satisfies the Time-Vesting Service Condition as discussed in Paragraph 1 above, the number of PSUs that shall be subject to vesting, if any, shall be based on the achievement of the Performance Vesting Condition for each Fiscal Year (determined based on the applicable Achievement Percentage with respect to each Fiscal Year). All determinations with respect to the Company's Adjusted Operating Income shall be made by the Committee and the Performance Vesting Condition for each Fiscal Year shall not be achieved and the applicable PSUs shall not be eligible to vest until the Committee certifies that such Performance Vesting Condition for that Fiscal Year has been met.

(b) Adjusted Operating Income Achievement. The total number of PSUs that shall be subject to vesting with respect to each Fiscal Year shall be equal to (x) for such Fiscal Year, one-third of the total target number of PSUs granted hereunder multiplied by (y) the applicable Achievement Percentage for such Fiscal Year, determined as follows, and rounded down to the nearest whole PSU:

Level of Achievement	Adjusted Operating Income	Achievement Percentage
Below Threshold	[ ]	[ ]
Threshold	[ ]	[ ]
Target	[ ]	[ ]
Maximum	[ ]	[ ]

The total number of PSUs that shall be subject to vesting with respect to the PSU Award shall be the sum of PSUs determined to be eligible for vesting for the three Fiscal Years during the Performance Period subject to the terms and conditions herein.

3. Termination of Employment; Change in Control. Except as set forth herein, upon a termination of employment, the Employee shall be treated in accordance with the Terms and Conditions. Notwithstanding anything to the contrary in the Terms and Conditions, in the event of a Change in Control or the Employee's death or Permanent Disability prior to the Scheduled Vesting Date, the Time-Vesting Service Condition shall be deemed immediately satisfied and the Performance Vesting Condition for any uncompleted Fiscal Year shall be deemed satisfied at target level performance; provided, however, that if such Change in Control, death or Permanent Disability occurs following the end of one or more of the Fiscal Years, then the Performance Vesting Condition with respect to such completed Fiscal Year(s) shall be deemed satisfied based on the actual Achievement Percentage for such Fiscal Year(s).

4. Definitions. For the purposes of this Term Sheet:

(a) "Achievement Percentage" means the percentage multiplier specified above with respect to the "Below Threshold," "Threshold," "Target" and "Maximum" levels for the Adjusted Operating Income with respect to each Fiscal Year, or a percentage determined using linear interpolation if actual performance falls between any two levels. Notwithstanding the foregoing, in the event that actual performance does not meet the "Threshold" level for a given Fiscal Year, the "Achievement Percentage" with respect to that Fiscal Year shall be zero.

(b) "Adjusted Operating Income" means, with respect to any Fiscal Year, the Company's operating income as reported in (or otherwise calculated in a manner consistent with) the Company's Form 10-Ks as filed with the Securities and Exchange Commission adjusted to exclude the impact of (i) changes in accounting principles, (ii) any material acquisition or divestiture transaction (i.e., one that is expected to involve more than $[ ] million in value) and (iii) any material regulatory matter or litigation in which the Company (or its related entities) is a defendant (i.e., one that is expected to involve judgments, interest, penalties, legal fees, costs and other expenses or exposure in excess of $[ ] million).

(c) "Fiscal Year" means any of the Company's fiscal years occurring within the Performance Period.

(d) "Performance Vesting Condition" means the achievement of Adjusted Operating Income for a Fiscal Year as determined under this Term Sheet, at levels at or above "Threshold" level performance for such Fiscal Year.

(e) "Time-Vesting Service Condition" means the Employee's continued employment with the Company or its Affiliates through the Scheduled Vesting Date identified above.

(f) "Target Amount" means the following targeted amounts of Adjusted Operating Income with respect to each Fiscal Year:

(i) Fiscal Year [ ]: $[ ] million

(ii) Fiscal Year [ ]: $[ ] million

(iii) Fiscal Year [ ]: $[ ] million

* * *

By accepting this Term Sheet, the Employee acknowledges that he or she has received and read, and agrees that the Performance Stock Units granted herein are awarded pursuant to the Plan, are subject to and qualified in their entirety by this Term Sheet, the Plan, and the Terms and Conditions, and shall be subject to the terms and conditions of this Term Sheet, the Plan and the Terms and Conditions. Additionally, the Employee acknowledges and agrees that any right to acceleration or other benefit with respect to the PSU Award under any other written agreement by and between the Employee and the Company or any of its Affiliates, as may be amended from time to time (collectively, "Other Agreements"), is hereby governed by Paragraph 3 above, as may be amended in accordance with the terms of this Term Sheet, with respect to the number of shares of Common Stock to be vested pursuant to such right notwithstanding any term or condition set forth in the Other Agreements.

If the Employee does not sign and return this Term Sheet by [ ], this PSU Award shall be forfeited and shall be of no further force and effect.

WEIGHT WATCHERS INTERNATIONAL, INC.

By:	______________________	______________________
Name:	Kimberly Samon	Employee Signature
Title:	Chief Human Resources Officer	

WEIGHT WATCHERS INTERNATIONAL, INC.
TERMS AND CONDITIONS FOR
EMPLOYEE PERFORMANCE STOCK UNIT AWARDS

Weight Watchers International, Inc., a Virginia corporation (the "Company"), grants to the Employee who is identified on the Term Sheet for Employee Performance Stock Unit Awards provided to the Employee herewith (the "Term Sheet") the Performance Stock Units specified in the Term Sheet, upon the terms and subject to the conditions set forth in (i) the Term Sheet, (ii) the Company stock incentive plan specified in the Term Sheet (the "Plan") and (iii) these Terms and Conditions for Employee Performance Stock Unit Awards promulgated under such Plan (these "Terms and Conditions"), each hereby incorporated herein by this reference and each as amended from time to time.

ARTICLE I

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Term Sheet or the Plan.

Section 1.1 – Cause

"Cause" shall mean (i) the Employee's willful and continued failure to perform his or her material duties with respect to the Company or its Affiliates which continues beyond 10 days after a written demand for substantial performance is delivered to the Employee by the Company or its Affiliates, (ii) willful misconduct by the Employee involving dishonesty or breach of trust in connection with the Employee's employment which results in a demonstrable injury (which is other than de minimis) to the Company or its Affiliates, (iii) conviction for any felony or any misdemeanor involving moral turpitude, or (iv) any material breach of the Employee's restrictive covenants set forth in Section 6.10 below.

Section 1.2 – Code

"Code" shall mean the Internal Revenue Code of 1986, as amended.

Section 1.3 - Committee

"Committee" shall mean the Compensation Committee of the Board of Directors of the Company.

Section 1.4 – Common Stock

"Common Stock" shall mean the common stock, no par value per share, of the Company.

Section 1.5 – Company

"Company" shall mean Weight Watchers International, Inc.

Section 1.6 - Grant Date

"Grant Date" shall mean the date specified on the Term Sheet on which the PSU Award was granted.

Section 1.7 - Permanent Disability

The Employee shall be deemed to have a "Permanent Disability" if the Employee is unable to engage in the activities required by the Employee's job by reason of any medically determined physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months (in each case, as determined in good faith by a majority of the Committee, which determination shall be conclusive).

Section 1.8 - Performance Stock Units

A "Performance Stock Unit" represents the right to receive, upon satisfaction of the vesting conditions set forth herein, one share of Common Stock.

Section 1.9 - Plan

"Plan" shall mean the Company's stock incentive plan specified on the Term Sheet.

Section 1.10 - Secretary

"Secretary" shall mean the Secretary of the Company.

ARTICLE II

GRANT OF PSU AWARD

Section 2.1 - Grant of Performance Stock Units

On and as of the Grant Date, the Company irrevocably grants to the Employee the target number of Performance Stock Units specified on the Term Sheet, upon the terms and conditions set forth in the Term Sheet and these Terms and Conditions. The Performance Stock Units shall vest and become non-forfeitable in accordance with Article III hereof.

Section 2.2 - Consideration to the Company

In consideration of the granting of the PSU Award by the Company, the Employee agrees to render faithful and efficient services to the Company or its Affiliates with such duties and responsibilities as the Company or its Affiliates shall from time to time prescribe. Nothing in the Term Sheet, in these Terms and Conditions or in the Plan shall confer upon the Employee any right to continue in the employment of the Company or its Affiliates, or shall interfere with or restrict in any way the rights of the Company or its Affiliates, which are hereby expressly reserved, to terminate the employment of the Employee at any time for any reason whatsoever, with or without Cause. Employee hereby acknowledges and agrees that neither the Company nor its Affiliates nor any other Person has made any representations or promises whatsoever to the Employee concerning the Employee's employment or continued employment by the Company or its Affiliates.

Section 2.3 - Adjustments

Subject to the provisions of the Plan, in the event that the outstanding shares of the Common Stock subject to a PSU Award are, from time to time, changed into or exchanged for a different number or kind of shares of the Company or other securities of the Company by reason of a merger, consolidation, recapitalization, change of control, reclassification, stock split, spin-off, stock dividend, combination of shares, or otherwise, the Committee shall make an appropriate and equitable adjustment in the number and kind of shares or other consideration as to which such PSU Award shall be converted. Any such adjustment made by the Committee in its sole discretion and in accordance with the provisions of the Plan shall be final and binding upon the Employee, the Company and all other interested persons.

ARTICLE III

VESTING

Section 3.1 - Commencement of Vesting

Unless otherwise provided in the Term Sheet or these Terms and Conditions, so long as the Employee continues to be employed by the Company or its Affiliates, the Performance Stock Units shall vest on the date upon which both the Time-Vesting Service Condition and the Performance Vesting Condition have been achieved (such date, the "PSU Vesting Date").

Section 3.2 - Expiration of Performance Stock Units

(a) If the Employee's employment with the Company or its Affiliates is terminated for any reason by the Company or its Affiliates (other than due to a Permanent Disability) or by the Employee (other than due to death) prior to the PSU Vesting Date, the PSU Award shall, to the extent not then vested, be forfeited by the Employee without consideration therefor.

(b) Subject to (a) above, the Employee shall cease any additional vesting in his or her Performance Stock Units upon any termination of his or her employment and the unvested portion of the Performance Stock Units shall be cancelled without payment therefor upon any termination of his or her employment.

ARTICLE IV

STOCKHOLDER RIGHTS

Section 4.1 - Conditions to Issuance of Stock Certificates

The shares of Common Stock deliverable upon the vesting of the Performance Stock Units, or any portion thereof, shall be fully paid and nonassessable. The Company shall not be required to deliver any certificate or certificates for shares of stock upon the vesting of any Performance Stock Units, or any portion thereof, prior to fulfillment of all of the following conditions:

(a) The obtaining of approval or other clearance from any state or federal governmental agency which the Committee shall, in its absolute discretion, determine to be necessary or advisable; and

(b) The lapse of such reasonable period of time following the vesting of the Performance Stock Units as the Committee may from time to time establish for reasons of administrative convenience.

Section 4.2 - Rights as Stockholder

(a) PSU Rights. Unless otherwise set forth herein, the Employee shall receive, as soon as practicable after the PSU Vesting Date (but in no event later than ten (10) business days following the PSU Vesting Date), one share of Common Stock for each vested Performance Stock Unit that the Employee holds hereunder. Certificates for the Common Stock shall be delivered to the Employee or to the Employee's legal guardian or representative (or if such Common Stock is evidenced by uncertificated securities registered or recorded in records maintained by or on behalf of the Company in the name of a clearing agency, the Company will cause the Common Stock to be entered in the records of such clearing agency as owned by the Employee). It shall be a condition of the obligation of the Company upon delivery of Common Stock to the Employee pursuant this Section 4.2 that the Employee pay to the Company such amount as may be requested by the Company for the purpose of satisfying any liability for any federal, state or local income or other taxes required by law to be withheld with respect to such Common Stock. The Company shall be authorized to take such action as may be necessary, in the opinion of the Company's counsel (including, without limitation, withholding Common Stock otherwise deliverable to the Employee hereunder and/or withholding amounts from any compensation or other amount owing from the Company to the Employee), to satisfy the obligations for payment of the minimum amount of any such taxes. Until the PSU Vesting Date, a holder of a Performance Stock Unit shall not be, nor have any of the rights or privileges of, a stockholder of the Company.

(b) Dividend Equivalents for PSU Award. With respect to each cash dividend or distribution (if any) paid with respect to Common Stock to holders of record on and after the Grant Date but before the PSU Vesting Date, the Company shall maintain a notional account (the "Account") for the benefit of the Employee, in which the Company shall record the amount of each such cash dividend or distribution (if any) to which the Employee would have been entitled if the Employee had held the same number of shares of Common Stock equal to the target number of Performance Stock Units granted pursuant to the Term Sheet and these Terms and Conditions. As soon as practicable after the PSU Vesting Date (but in no event later than ten (10) business days following the PSU Vesting Date), the Employee shall, in the discretion of the Company (with respect to the form of payment), be paid an amount equal to the balance of the Account multiplied by the Achievement Percentage (as defined in the Term Sheet) (such product, if any, the "Vested Amount") in (a) cash or (b) a number of shares of Common Stock equal to the quotient of (i) the Vested Amount, divided by (ii) the Fair Market Value, on the PSU Vesting Date, of one share of Common Stock. In the event the Vested Amount is paid in shares of Common Stock, if the calculation set forth in the preceding sentence results in fractional shares, the Company shall round such number of shares to the nearest whole number; provided, that if such number is rounded down, the Company shall pay to the Employee an amount in cash equal to the fractional shares based on the Fair Market Value thereof. In the event the Employee's employment is terminated for any reason (other than due to death or Permanent Disability) prior to the PSU Vesting Date, the Employee shall forfeit all amounts maintained in the Account without consideration therefor.

(c) Delay of Receipt. Notwithstanding the foregoing, in the event that Employee would be required to make a filing under the Hart-Scott-Rodino Act in connection with receipt of Common Stock, the applicable time period(s) shall be appropriately extended to permit such filing and subsequent receipt of Common Stock (and associated Account) but not beyond March 15th in the year following the year in which the PSU Vesting Date occurs.

(d) Limitation on Obligations. The Company's obligation with respect to the Performance Stock Units granted hereunder is limited solely to the delivery to the Employee of shares of Common Stock on the date when such shares are due to be delivered hereunder, and in no way shall the Company become obligated to pay cash in respect of such obligation (except as set forth in Section 4.2(b) hereof). This PSU Award shall not be secured by any specific assets of the Company or any of its Affiliates, nor shall any assets of the Company or any of its Affiliates be designated as attributable or allocated to the satisfaction of the Company's obligations under the Term Sheet, these Terms and Conditions or the Plan.

(e) Tax Advice. The Employee is hereby advised to seek his or her own tax counsel regarding the taxation of an award of Performance Stock Units made hereunder.

ARTICLE V

THE COMPANY'S REPRESENTATIONS AND WARRANTIES

Section 5.1 - Authorization

The Company represents and warrants to the Employee that (i) the Term Sheet and these Terms and Conditions has been duly authorized, executed and delivered by the Company, and (ii) upon the vesting of Performance Stock Units (or any portion thereof), the Common Stock, when issued and delivered in accordance with the terms hereof, will be duly and validly issued, fully paid and nonassessable.

Section 5.2 - Registration

The Company shall use reasonable efforts to register the Common Stock on a Form S-8 Registration Statement or any successor to Form S-8 to the extent that such registration is then available with respect to such Common Stock, and (ii) the Company will file the reports required to be filed by it under the 1933 Act and the Securities Exchange Act of 1934, as amended (the "Act"), and the rules and regulations adopted by the SEC thereunder, to the extent required from time to time to enable the Employee to sell his or her shares of Stock without registration under the 1933 Act within the limitations of the exemptions provided by (A) Rule 144 under the 1933 Act, as such rule may be amended from time to time, or (B) any similar rule or regulation hereafter adopted by the SEC.

ARTICLE VI

MISCELLANEOUS

Section 6.1 - Administration

The Committee shall have the power to interpret the Plan, the Term Sheet and these Terms and Conditions and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon the Employee, the Company and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or the Performance Stock Units. In its absolute discretion, the Board of Directors of the Company may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan, the Term Sheet and these Terms and Conditions.

Section 6.2 - Shares to Be Reserved

The Company shall at all times during the term of the PSU Award reserve and keep available such number of shares of Common Stock as will be sufficient to satisfy the requirements of the Term Sheet and these Terms and Conditions.

Section 6.3 - Recapitalizations, etc.

The provisions of the Term Sheet and these Terms and Conditions shall apply, to the full extent set forth herein with respect to the PSU Award, to any and all shares of capital stock of the Company or any capital stock, partnership units or any other security evidencing ownership interests in any successor or assign of the Company or its Affiliates (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or substitution of the PSU Award, by reason of any stock dividend, split, reverse split, combination, recapitalization, liquidation, reclassification, merger, consolidation or otherwise.

Section 6.4 - State Securities Laws

The Company hereby agrees to use its best efforts to comply with all state securities or “blue sky” laws which might be applicable to the issuance of the shares underlying the Performance Stock Units to the Employee.

Section 6.5 - Binding Effect

The provisions of the Term Sheet and these Terms and Conditions shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. In the case of a transferee permitted under the Term Sheet and these Terms and Conditions, such transferee shall be deemed the Employee hereunder; provided, however, that no transferee shall derive any rights under the Term Sheet and these Terms and Conditions unless and until such transferee has delivered to the Company a Joinder (in the form attached hereto as Exhibit A) and becomes bound by the terms of the Term Sheet and these Terms and Conditions.

Section 6.6 - Miscellaneous

In the Term Sheet and these Terms and Conditions, (i) all references to “dollars” or “$” are to United States dollars and (ii) the word “or” is not exclusive. If any provision of the Term Sheet and these Terms and Conditions shall be declared illegal, void or unenforceable by any court of competent jurisdiction, the other provisions shall not be affected, but shall remain in full force and effect.

Section 6.7 - Notices

Any notice to be given under the terms of the Term Sheet and these Terms and Conditions to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Employee shall be addressed to him at the address given on the Term Sheet. By a notice given pursuant to this Section 6.7, either party may hereafter designate a different address for notices to be given to him or her. Any notice which is required to be given to the Employee shall, if the Employee is then deceased, be given to the Employee's personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 6.7. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

Section 6.8 - Titles

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of the Term Sheet and these Terms and Conditions.

Section 6.9 - Applicability of Plan

The Common Stock issued to the Employee upon the vesting of the Performance Stock Units shall be subject to all of the terms and provisions of the Plan, to the extent applicable to the vesting of the Performance Stock Units (or any portion thereof). In the event of any conflict between the Term Sheet and these Terms and Conditions, these Terms and Conditions shall control. In the event of any conflict between the Term Sheet or these Terms and Conditions and the Plan, the terms of the Plan shall control.

Section 6.10 - Covenant Not to Compete; Confidential Information; No Raid; Specific Performance

(a) In consideration of the Company entering into the Term Sheet and these Terms and Conditions with the Employee, the Employee hereby agrees effective as of the Grant Date, for so long as the Employee is employed by the Company or one of its Affiliates and for a period of one year thereafter (the "Noncompete Period"), the Employee shall not, without the Company's prior written consent, directly or indirectly, engage in, be employed by, act as a consultant for or have a financial interest (other than an ownership position of less than 1% in any company whose shares are publicly traded or any non-voting, non-convertible debt securities in any company) in any business engaged in Company Business, or work for or provide services to any Competitor of the Company or its Affiliates, within the United States or within any foreign country in which the Company or its Affiliates (i) has an office, (ii) is or has engaged in Company Business or (iii) proposes to engage in Company Business, as of the date of the termination of the Employee's association with the Company. For the purposes of these provisions, (A) the term "Company Business" shall mean any business related to weight loss or weight management programs, products, services and/or other similar activities; and (B) the term "Competitor" means any natural person, corporation, limited liability company, firm, organization, trust, partnership, association, joint venture, government agency or other entity (including, but not limited to, the websites and other electronic or digital media of such entities) that engages, or proposes to engage, in Company Business, including, but not limited to, (x) entities which are directly engaged in Company Business; and (y) entities which have a primary focus in broader topic areas, but who nevertheless engage in Company Business such as Unilever (Slimfast) (provided, however, only the part of such entities that are engaged in or oversee Company Business shall be deemed a "Competitor" for purposes of these provisions).

(b) The Employee will not disclose or use at any time, any Confidential Information (as defined below) of which the Employee is or becomes aware, whether or not such information is developed by him or her, except (i) to the extent that such disclosure or use is directly related to and required by the Employee performance of duties, if any, assigned to the Employee by the Company or its Affiliates or (ii) pursuant to the order of any court or administrative agency. As used herein, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company or its Affiliates in connection with its business, including but not limited to (i) products or services, (ii) fees, costs and pricing structures, (iii) business and financial results, plans, budgets, and projections, (iv) designs, content and other creative elements associated with products and services or marketing and promotional campaigns and programs, (v) computer software, including operating systems, applications and program listings, (vi) flow charts, manuals and documentation, (vii) data bases, (viii) accounting and business methods, (ix) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (x) customers and clients and customer or client lists, (xi) other copyrightable works, (xii) all technology and trade secrets, and (xiii) all similar and related information in whatever form. Confidential Information will not include any information that has been published in a form generally available to the public by a person or entity other than the Employee prior to the date the Employee proposes to disclose or use such information. The Employee acknowledges and agrees that all copyrights, works, inventions, innovations, improvements, developments, patents, trademarks and all similar or related information which relate to the actual or anticipated business of the Company and its subsidiaries (including its predecessors) and conceived, developed or made by the Employee while employed by the Company or its Affiliates belong to the Company. The Employee will perform all actions reasonably requested by the Company (whether during or after the Noncompete Period) to establish and confirm such ownership at the Company's expense (including without limitation assignments, consents, powers of attorney and other instruments).

(c) The Employee shall disclose promptly in writing and assign immediately, and hereby assigns to the Company, all of the Employee's right, title and interest in and to, any original works of authorship, formulas, processes, programs, benchmarking, solutions, tools, content, databases, techniques, know-how, data, developments, innovations, inventions, improvements, trademarks, patents, copyrights or discoveries, whether or not copyrightable, patentable or otherwise legally protectable, and whether or not they exist in electronic form, print form or other tangible or intangible form of medium (hereinafter referred to collectively as "Work Product"), which the Employee makes or conceives, or first reduces to practice or learns, either solely or jointly with others, during his or her employment period with the Company or its Affiliates, through the Employee's work with the Company or its Affiliates, or with any other person or entity pursuant to an assignment by the Company or its Affiliates. The Employee acknowledges the special interest the Company and its Affiliates hold in its processes, techniques and technologies and agrees that such processes, techniques and technologies shall not be directly or indirectly used or distributed by the Employee for the interests of any person or entity besides the Company or its Affiliates.

(i) All disclosures and assignments made pursuant to these Terms and Conditions are made without royalty or any additional consideration to the Employee other than the regular compensation paid to the Employee by the Company or its Affiliates.

(ii) The Employee shall execute, acknowledge and deliver to the Company or its Affiliates all necessary documents, and shall take such other action as may be necessary to assist the Company in obtaining by statute, copyrights, patents, trademarks or other statutory or common law protections for the Work Product covered by these Terms and Conditions, vesting title and right in such copyrights, patents, trademarks and other protections in the Company and its designees. The Employee hereby agrees that the Work Product constitutes a "work made for hire" in accordance with the definition of that term under the U.S. copyright laws. The Employee shall further assist the Company or its Affiliates in every proper and reasonable way to enforce such copyrights, patents, trademarks and other protections as the Company may desire. The Employee's obligation to deliver documents and assist the Company or its Affiliates under these Terms and Conditions applies both during and subsequent to the term of his/her employment.

(iii) Any Work Product which the Employee may disclose to anyone within six (6) months after the termination of his/her employment, or for which the Company or its Affiliates may file an application for copyright, patent, trademark or other statutory or common law protection within twelve (12) months after the termination of said employment, shall be presumed to have been made, conceived, first reduced to practice or learned during the term of the Employee's employment and fully subject to the terms and conditions set forth herein; provided that if the Employee in fact, conceived any such Work Product subsequent to the termination of the employment and such Work Product is not based upon or derived from Confidential Information of the Company or its Affiliates or does not relate to the scope of work performed by the Employee pursuant to his/her employment duties with the Company or its Affiliates, then such Work Product shall belong to the Employee and shall be the Employee's sole property. The Employee assumes the responsibility of establishing by competent legal evidence that such Work Product is not based on such Confidential Information and that the Employee conceived any such Work Product after the termination of his/her employment.

(iv) The Employee represents that the Work Product does not infringe any copyright, patent or other proprietary right of any person or entity.

(v) Attached to and made as part of these Terms and Conditions as Exhibit B is a complete list of all Work Product, whether or not copyrighted, which has been made or conceived or first reduced to practice by the Employee alone or jointly prior to the date of his employment with the Company or its Affiliates. Such Work Product shall be excluded from the operation of these Terms and Conditions. If there is no such list on Exhibit B, the Employee represents that no such Work Product exists at the time of execution of these Terms and Conditions.

(d) Without the Company's prior written consent, the Employee will not, during the Noncompete Period, directly or indirectly, solicit or offer employment to any person who has been employed by the Company or its Affiliates at any time during the twelve months immediately preceding such solicitation.

(e) Notwithstanding clauses (a), (b), (c) and (d) above, if at any time a court holds that the restrictions stated in such clauses (a), (b), (c) and (d) are unreasonable or otherwise unenforceable under circumstances then existing, the parties hereto agree that the maximum period, scope or geographic area determined to be reasonable under such circumstances by such court will be substituted for the stated period, scope or area. Because the Employee's services are unique and because the Employee has had access to Confidential Information, the parties hereto agree that money damages will be an inadequate remedy for any breach of these Terms and Conditions. In the event of a breach or threatened breach of these Terms and Conditions, the Company or its Affiliates or their successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive relief in order to enforce, or prevent any violations of, the provisions hereof (without the posting of a bond or other security).

(f) The Employee acknowledges and agrees that the restrictions and remedies under this Section 6.10 are non-exclusive restrictions and remedies and shall not limit or modify any other restrictive covenants to which Employee is subject to as a result of Employee's employment with or services to the Company or any of its Affiliates nor shall such restrictions and remedies limit or modify the Company's and its Affiliates' other rights and remedies to obtain other monetary, equitable or injunctive relief as a result of breach of, or in order to enforce, the terms and conditions of these Terms and Conditions or with respect to any other covenants or agreements between the Company or any of its Affiliates and the Employee or the Employee's obligations under applicable law.

Section 6.11 - Amendment

The Term Sheet and these Terms and Conditions may be amended only by a writing executed by the parties hereto which specifically states that it is amending the Term Sheet or these Terms and Conditions, as applicable.

Section 6.12 - Governing Law

The Term Sheet and these Terms and Conditions shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6.13 – Jurisdiction

The parties to the Term Sheet and these Terms and Conditions agree that jurisdiction and venue in any action brought by any party hereto pursuant to the Term Sheet and these Terms and Conditions shall properly lie and shall be brought in any federal or state court located in the Borough of Manhattan, City and State of New York. By execution and delivery of Term Sheet and these Terms and Conditions, each party hereto irrevocably submits to the jurisdiction of such courts for itself, himself or herself and in respect of its, his or her property with respect to such action. The parties hereto irrevocably agree that venue would be proper in such court, and hereby irrevocably waive any objection that such court is an improper or inconvenient forum for the resolution of such action.

Section 6.14 - Pronouns

The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 6.15 – Counterparts

The Term Sheet and these Terms and Conditions may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 6.16 – Code Section 409A

If any payment of money, delivery of shares of Common Stock or other benefits due to the Employee hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payment, delivery of shares of Common Stock or other benefits shall be deferred if deferral will make such payment, delivery of shares of Common Stock or other benefits compliant under Section 409A of the Code, otherwise such payment, delivery of shares of Common Stock or other benefits shall be restructured, to the extent possible, in a manner, determined by the Company and reasonably acceptable to the Employee, that does not cause such an accelerated or additional tax.

EXHIBIT A

JOINDER

By execution of this Joinder, the undersigned agrees to become a party to that certain Term Sheet for Employee Performance Stock Unit Awards and that certain Terms and Conditions for Employee Performance Stock Unit Awards, effective as of _____________ (collectively, the "Agreement"), among WEIGHT WATCHERS INTERNATIONAL, INC. (the "Company") and ____________________________ (the "Employee"). By execution of this Joinder, the undersigned shall have all the rights, and shall observe all the obligations, applicable to the Employee (except as otherwise set forth in the Agreement), and to have made on the date hereof all representations and warranties made by such Employee, modified, if necessary, to reflect the nature of the undersigned as a trust, estate or other entity.

Name:

Address for Notices:

____
____
____
____
____

With copies to:

____
____
____
____
____

Signature: ___________________________________

Date: ______________________________________

(Back To Top)

Section 3: EX-10.9 (EX-10.9)

Exhibit 10.9

WEIGHT WATCHERS INTERNATIONAL, INC.
TERM SHEET FOR
EMPLOYEE RESTRICTED STOCK UNIT AWARDS

FOR GOOD AND VALUABLE CONSIDERATION, Weight Watchers International, Inc., a Virginia corporation (the "Company"), hereby grants to the employee of the Company or its Affiliates as identified below (the "Employee") the aggregate number of Restricted Stock Units specified below which are ultimately payable in shares of Common Stock of the Company (the "RSU Award"). The RSU Award is granted upon the terms, and subject to the conditions, set forth in this Term Sheet, the Company's stock incentive plan specified below (as amended and restated, the "Plan"), and the Terms and Conditions for Employee Restricted Stock Unit Awards promulgated under such Plan and as attached hereto (the "Terms and Conditions"), each hereby incorporated herein by this reference and each as amended from time to time (capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Terms and Conditions or the Plan).

Key Terms and Conditions	
Name of Employee:	[ ]
Grant Date:	[ ]
Plan:	Second Amended and Restated Weight Watchers International, Inc. 2014 Stock Incentive Plan
Aggregate Number of Restricted Stock Units:	[ ]

Vesting Schedule for Restricted Stock Units (subject to continued employment)	
Date	# of Restricted Stock Units
[ ]	33.3% of Aggregate Number of Restricted Stock Units
[ ]	33.3% of Aggregate Number of Restricted Stock Units
[ ]	33.3% of Aggregate Number of Restricted Stock Units

By accepting this Term Sheet, the Employee acknowledges that he or she has received and read, and agrees that the Restricted Stock Units granted herein are awarded pursuant to the Plan, are subject to and qualified in their entirety by this Term Sheet, the Plan, and the Terms and Conditions, and shall be subject to the terms and conditions of this Term Sheet, the Plan and the Terms and Conditions.

If the Employee does not sign and return this Term Sheet by [ ], this RSU Award shall be forfeited and shall be of no further force and effect.

WEIGHT WATCHERS INTERNATIONAL, INC.

By: ______________________________
Name: Kimberly Samon
Title: Chief Human Resources Officer

____
Employee Signature
[Name]
[Address]

WEIGHT WATCHERS INTERNATIONAL, INC.
TERMS AND CONDITIONS FOR
EMPLOYEE RESTRICTED STOCK UNIT AWARDS

Weight Watchers International, Inc., a Virginia corporation (the “Company”), grants to the Employee who is identified on the Term Sheet for Employee Restricted Stock Unit Awards provided to the Employee herewith (the “Term Sheet”) the Restricted Stock Units specified in the Term Sheet, upon the terms and subject to the conditions set forth in (i) the Term Sheet, (ii) the Company stock incentive plan specified in the Term Sheet (the “Plan”) and (iii) these Terms and Conditions for Employee Restricted Stock Unit Awards promulgated under such Plan (these “Terms and Conditions”), each hereby incorporated herein by this reference and each as amended from time to time.

ARTICLE I

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Term Sheet or the Plan.

Section 1.1 – Cause

“Cause” shall mean (i) the Employee's willful and continued failure to perform his or her material duties with respect to the Company or its Affiliates which continues beyond 10 days after a written demand for substantial performance is delivered to the Employee by the Company or its Affiliates, (ii) willful misconduct by the Employee involving dishonesty or breach of trust in connection with the Employee's employment which results in a demonstrable injury (which is other than de minimis) to the Company or its Affiliates, (iii) conviction for any felony or any misdemeanor involving moral turpitude, or (iv) any material breach of the Employee's restrictive covenants set forth in Section 6.10 below.

Section 1.2 – Code

“Code” shall mean the Internal Revenue Code of 1986, as amended.

Section 1.3 - Committee

“Committee” shall mean the Compensation Committee of the Board of Directors of the Company.

Section 1.4 – Common Stock

“Common Stock” shall mean the common stock, no par value per share, of the Company.

Section 1.5 – Company

“Company” shall mean Weight Watchers International, Inc.

Section 1.6 - Grant Date

"Grant Date" shall mean the date specified on the Term Sheet on which the RSU Award was granted.

Section 1.7 - Permanent Disability

The Employee shall be deemed to have a "Permanent Disability" if the Employee is unable to engage in the activities required by the Employee's job by reason of any medically determined physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months (in each case, as determined in good faith by a majority of the Committee, which determination shall be conclusive).

Section 1.8 - Plan

"Plan" shall mean the Company's stock incentive plan specified on the Term Sheet.

Section 1.9 - Restricted Stock Units

A "Restricted Stock Unit" represents the right to receive, upon satisfaction of the vesting conditions set forth herein, one share of Common Stock.

Section 1.10 - Secretary

"Secretary" shall mean the Secretary of the Company.

ARTICLE II

GRANT OF RSU AWARD

Section 2.1 - Grant of Restricted Stock Units

On and as of the Grant Date, the Company irrevocably grants to the Employee the number of Restricted Stock Units specified on the Term Sheet, upon the terms and conditions set forth in the Term Sheet and these Terms and Conditions. The Restricted Stock Units shall vest and become non-forfeitable in accordance with Article III hereof.

Section 2.2 - Consideration to the Company

In consideration of the granting of the RSU Award by the Company, the Employee agrees to render faithful and efficient services to the Company or its Affiliates with such duties and responsibilities as the Company or its Affiliates shall from time to time prescribe. Nothing in the Term Sheet, in these Terms and Conditions or in the Plan shall confer upon the Employee any right to continue in the employment of the Company or its Affiliates, or shall interfere with or restrict in any way the rights of the Company or its Affiliates, which are hereby expressly reserved, to terminate the employment of the Employee at any time for any reason whatsoever, with or without Cause. Employee hereby acknowledges and agrees that neither the Company or its Affiliates nor any other Person has made any representations or promises whatsoever to the Employee concerning the Employee's employment or continued employment by the Company or its Affiliates.

Section 2.3 - Adjustments

Subject to the provisions of the Plan, in the event that the outstanding shares of the Common Stock subject to an RSU Award are, from time to time, changed into or exchanged for a different number or kind of shares of the Company or other securities of the Company by reason of a merger, consolidation, recapitalization, change of control, reclassification, stock split, spin-off, stock dividend, combination of shares, or otherwise, the Committee shall make an appropriate and equitable adjustment in the number and kind of shares or other consideration as to which such RSU Award shall be converted. Any such adjustment made by the Committee in its sole discretion and in accordance with the provisions of the Plan shall be final and binding upon the Employee, the Company and all other interested persons.

ARTICLE III

VESTING

Section 3.1 - Commencement of Vesting

Unless otherwise provided in the Term Sheet or these Terms and Conditions, so long as the Employee continues to be employed by the Company or its Affiliates, the Restricted Stock Units shall vest on the dates specified on, and to the extent provided by, the vesting schedule set forth on the Term Sheet; provided, the Restricted Stock Units shall immediately vest prior to the dates specified on the Term Sheet with respect to one hundred percent (100%) of the unvested Restricted Stock Units on the first to occur of (i) the occurrence of a Change in Control, (ii) the date of the Employee's termination of employment due to the Employee's death, and (iii) the date the Company (or any of its Affiliates, as applicable) terminates the Employee's employment due to the Employee's Permanent Disability (any of the foregoing including the dates specified on the Term Sheet, an "RSU Vesting Date").

Section 3.2 - Expiration of Restricted Stock Units

(a) If the Employee's employment with the Company or its Affiliates is terminated for any reason by the Company or its Affiliates (other than due to a Permanent Disability) or by the Employee (other than due to death) prior to any RSU Vesting Date, the RSU Award shall, to the extent not then vested, be forfeited by the Employee without consideration therefor.

(b) Subject to (a) above, the Employee shall cease any additional vesting in his or her Restricted Stock Units upon any termination of his or her employment and the unvested portion of the Restricted Stock Units shall be cancelled without payment therefor upon any termination of his or her employment.

ARTICLE IV

STOCKHOLDER RIGHTS

Section 4.1 - Conditions to Issuance of Stock Certificates

The shares of Common Stock deliverable upon the vesting of the Restricted Stock Units, or any portion thereof, shall be fully paid and nonassessable. The Company shall not be required to deliver any certificate or certificates for shares of stock upon the vesting of any Restricted Stock Units, or any portion thereof, prior to fulfillment of all of the following conditions:

(a) The obtaining of approval or other clearance from any state or federal governmental agency which the Committee shall, in its absolute discretion, determine to be necessary or advisable; and

(b) The lapse of such reasonable period of time following the vesting of the Restricted Stock Units as the Committee may from time to time establish for reasons of administrative convenience.

Section 4.2 - Rights as Stockholder

(a) RSU Rights. Unless otherwise set forth herein, the Employee shall receive, as soon as practicable after the applicable RSU Vesting Date (but in no event later than ten (10) business days following the RSU Vesting Date), one share of Common Stock for each vested Restricted Stock Unit that the Employee holds hereunder. Certificates for the Common Stock shall be delivered to the Employee or to the Employee's legal guardian or representative (or if such Common Stock is evidenced by uncertificated securities registered or recorded in records maintained by or on behalf of the Company in the name of a clearing agency, the Company will cause the Common Stock to be entered in the records of such clearing agency as owned by the Employee). It shall be a condition of the obligation of the Company upon delivery of Common Stock to the Employee pursuant this Section 4.2 that the Employee pay to the Company such amount as may be requested by the Company for the purpose of satisfying any liability for any federal, state or local income or other taxes required by law to be withheld with respect to such Common Stock. The Company shall be authorized to take such action as may be necessary, in the opinion of the Company's counsel (including, without limitation, withholding Common Stock otherwise deliverable to the Employee hereunder and/or withholding amounts from any compensation or other amount owing from the Company to the Employee), to satisfy the obligations for payment of the minimum amount of any such taxes. Until the applicable RSU Vesting Date, a holder of a Restricted Stock Unit shall not be, nor have any of the rights or privileges of, a stockholder of the Company.

(b) Dividend Equivalents for RSU Award. With respect to each cash dividend or distribution (if any) paid with respect to Common Stock to holders of record on and after the Grant Date but before the applicable RSU Vesting Date, the Company shall maintain a notional account (the "Account") for the benefit of the Employee, in which the Company shall record the amount of each such cash dividend or distribution (if any) to which the Employee would have been entitled if the Employee had held the same number of shares of Common Stock equal to the number of Restricted Stock Units granted pursuant to the Term Sheet and these Terms and Conditions. As soon as practicable after the RSU Vesting Date (but in no event later than ten (10) business days following the RSU Vesting Date), the Employee shall, in the discretion of the Company (with respect to the form of payment), be paid an amount equal to the balance of the Account in (a) cash or (b) a number of shares of Common Stock equal to the quotient of (i) the balance of the Account, divided by (ii) the Fair Market Value, on the RSU Vesting Date, of one share of Common Stock. In the event the Account balance is paid in shares of Common Stock, if the calculation set forth in the preceding sentence results in fractional shares, the Company shall round such number of shares to the nearest whole number; provided, that if such number is rounded down, the Company shall pay to the Employee an amount in cash equal to the fractional shares based on the Fair Market Value thereof. In the event the Employee's employment is terminated for any reason (other than due to death or Permanent Disability) prior to any RSU Vesting Date, the Employee shall forfeit all amounts maintained in the Account without consideration therefor.

(c) Delay of Receipt. Notwithstanding the foregoing, in the event that Employee would be required to make a filing under the Hart-Scott-Rodino Act in connection with receipt of Common Stock, the applicable time period(s) shall be appropriately extended to permit such filing and subsequent receipt of Common Stock (and associated Account) but not beyond March 15th in the year following the year in which the RSU Vesting Date occurs.

(d) Limitation on Obligations. The Company's obligation with respect to the Restricted Stock Units granted hereunder is limited solely to the delivery to the Employee of shares of Common Stock on the date when such shares are due to be delivered hereunder, and in no way shall the Company become obligated to pay cash in respect of such obligation (except as set forth in Section 4.2(b) hereof). This RSU Award shall not be secured by any specific assets of the Company or any of its Affiliates, nor shall any assets of the Company or any of its Affiliates be designated as attributable or allocated to the satisfaction of the Company's obligations under the Term Sheet, these Terms and Conditions or the Plan.

(e) Tax Advice. The Employee is hereby advised to seek his or her own tax counsel regarding the taxation of an award of Restricted Stock Units made hereunder.

ARTICLE V

THE COMPANY'S REPRESENTATIONS AND WARRANTIES

Section 5.1 - Authorization

The Company represents and warrants to the Employee that (i) the Term Sheet and these Terms and Conditions has been duly authorized, executed and delivered by the Company, and (ii) upon the vesting of Restricted Stock Units (or any portion thereof), the Common Stock, when issued and delivered in accordance with the terms hereof, will be duly and validly issued, fully paid and nonassessable.

Section 5.2 - Registration

The Company shall use reasonable efforts to register the Common Stock on a Form S-8 Registration Statement or any successor to Form S-8 to the extent that such registration is then available with respect to such Common Stock, and the Company will file the reports required to be filed by it under the 1933 Act and the Securities Exchange Act of 1934, as amended (the "Act"), and the rules and regulations adopted by the SEC thereunder, to the extent required from time to time to enable the Employee to sell his or her shares of Stock without registration under the 1933 Act within the limitations of the exemptions provided by (A) Rule 144 under the 1933 Act, as such rule may be amended from time to time, or (B) any similar rule or regulation hereafter adopted by the SEC.

ARTICLE VI

MISCELLANEOUS

Section 6.1 - Administration

The Committee shall have the power to interpret the Plan, the Term Sheet and these Terms and Conditions and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon the Employee, the Company and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or the Restricted Stock Units. In its absolute discretion, the Board of Directors of the Company may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan, the Term Sheet and these Terms and Conditions.

Section 6.2 - Shares to Be Reserved

The Company shall at all times during the term of the RSU Award reserve and keep available such number of shares of Common Stock as will be sufficient to satisfy the requirements of the Term Sheet and these Terms and Conditions.

Section 6.3 - Recapitalizations, etc.

The provisions of the Term Sheet and these Terms and Conditions shall apply, to the full extent set forth herein with respect to the RSU Award, to any and all shares of capital stock of the Company or any capital stock, partnership units or any other security evidencing ownership interests in any successor or assign of the Company or its Affiliates (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or substitution of the RSU Award, by reason of any stock dividend, split, reverse split, combination, recapitalization, liquidation, reclassification, merger, consolidation or otherwise.

Section 6.4 - State Securities Laws

The Company hereby agrees to use its best efforts to comply with all state securities or “blue sky” laws which might be applicable to the issuance of the shares underlying the Restricted Stock Units to the Employee.

Section 6.5 - Binding Effect

The provisions of the Term Sheet and these Terms and Conditions shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. In the case of a transferee permitted under the Term Sheet and these Terms and Conditions, such transferee shall be deemed the Employee hereunder; provided, however, that no transferee shall derive any rights under the Term Sheet and these Terms and Conditions unless and until such transferee has delivered to the Company a Joinder (in the form attached hereto as Exhibit A) and becomes bound by the terms of the Term Sheet and these Terms and Conditions.

Section 6.6 - Miscellaneous

In the Term Sheet and these Terms and Conditions, (i) all references to “dollars” or “$” are to United States dollars and (ii) the word “or” is not exclusive. If any provision of the Term Sheet and these Terms and Conditions shall be declared illegal, void or unenforceable by any court of competent jurisdiction, the other provisions shall not be affected, but shall remain in full force and effect.

Section 6.7 - Notices

Any notice to be given under the terms of the Term Sheet and these Terms and Conditions to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Employee shall be addressed to him or her at the address given on the Term Sheet. By a notice given pursuant to this Section 6.7, either party may hereafter designate a different address for notices to be given to him or her. Any notice which is required to be given to the Employee shall, if the Employee is then deceased, be given to the Employee's personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 6.7. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

Section 6.8 - Titles

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of the Term Sheet and these Terms and Conditions.

Section 6.9 - Applicability of Plan

The Common Stock issued to the Employee upon the vesting of the Restricted Stock Units shall be subject to all of the terms and provisions of the Plan, to the extent applicable to the vesting of the Restricted Stock Units (or any portion thereof). In the event of any conflict between the Term Sheet and these Terms and Conditions, these Terms and Conditions shall control. In the event of any conflict between the Term Sheet or these Terms and Conditions and the Plan, the terms of the Plan shall control.

Section 6.10 - Covenant Not to Compete; Confidential Information; No Raid; Specific Performance

(a) In consideration of the Company entering into the Term Sheet and these Terms and Conditions with the Employee, the Employee hereby agrees effective as of the Grant Date, for so long as the Employee is employed by the Company or one of its Affiliates and for a period of one year thereafter (the "Noncompete Period"), the Employee shall not, without the Company's prior written consent, directly or indirectly, engage in, be employed by, act as a consultant for or have a financial interest (other than an ownership position of less than 1% in any company whose shares are publicly traded or any non-voting, non-convertible debt securities in any company) in any business engaged in Company Business, or work for or provide services to any Competitor of the Company or its Affiliates, within the United States or within any foreign country in which the Company or its Affiliates (i) has an office, (ii) is or has engaged in Company Business or (iii) proposes to engage in Company Business, as of the date of the termination of the Employee's association with the Company. For the purposes of these provisions, (A) the term "Company Business" shall mean any business related to weight loss or weight management programs, products, services and/or other similar activities; and (B) the term "Competitor" means any natural person, corporation, limited liability company, firm, organization, trust, partnership, association, joint venture, government agency or other entity (including, but not limited to, the websites and other electronic or digital media of such entities) that engages, or proposes to engage, in Company Business, including, but not limited to, (x) entities which are directly engaged in Company Business; and (y) entities which have a primary focus in broader topic areas, but who nevertheless engage in Company Business such as Unilever (Slimfast) (provided, however, only the part of such entities that are engaged in or oversee Company Business shall be deemed a "Competitor" for purposes of these provisions).

(b) The Employee will not disclose or use at any time, any Confidential Information (as defined below) of which the Employee is or becomes aware, whether or not such information is developed by him or her, except (i) to the extent that such disclosure or use is directly related to and required by the Employee performance of duties, if any, assigned to the Employee by the Company or its Affiliates or (ii) pursuant to the order of any court or administrative agency. As used herein, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company or its Affiliates in connection with its business, including but not limited to (i) products or services, (ii) fees, costs and pricing structures, (iii) business and financial results, plans, budgets, and projections, (iv) designs, content and other creative elements associated with products and services or marketing and promotional campaigns and programs, (v) computer software, including operating systems, applications and program listings, (vi) flow charts, manuals and documentation, (vii) data bases, (viii) accounting and business methods, (ix) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (x) customers and clients and customer or client lists, (xi) other copyrightable works, (xii) all technology and trade secrets, and (xiii) all similar and related information in whatever form. Confidential Information will not include any information that has been published in a form generally available to the public by a person or entity other than the Employee prior to the date the Employee proposes to disclose or use such information. The Employee acknowledges and agrees that all copyrights, works, inventions, innovations, improvements, developments, patents, trademarks and all similar or related information which relate to the actual or anticipated business of the Company and its subsidiaries (including its predecessors) and conceived, developed or made by the Employee while employed by the Company or its Affiliates belong to the Company. The Employee will perform all actions reasonably requested by the Company (whether during or after the Noncompete Period) to establish and confirm such ownership at the Company's expense (including without limitation assignments, consents, powers of attorney and other instruments).

(c) The Employee shall disclose promptly in writing and assign immediately, and hereby assigns to the Company, all of the Employee's right, title and interest in and to, any original works of authorship, formulas, processes, programs, benchmarking, solutions, tools, content, databases, techniques, know-how, data, developments, innovations, inventions, improvements, trademarks, patents, copyrights or discoveries, whether or not copyrightable, patentable or otherwise legally protectable, and whether or not they exist in electronic form, print form or other tangible or intangible form of medium (hereinafter referred to collectively as "Work Product"), which the Employee makes or conceives, or first reduces to practice or learns, either solely or jointly with others, during his or her employment period with the Company or its Affiliates, through the Employee's work with the Company or its Affiliates, or with any other person or entity pursuant to an assignment by the Company or its Affiliates. The Employee acknowledges the special interest the Company and its Affiliates hold in its processes, techniques and technologies and agrees that such processes, techniques and technologies shall not be directly or indirectly used or distributed by the Employee for the interests of any person or entity besides the Company or its Affiliates.

(i) All disclosures and assignments made pursuant to these Terms and Conditions are made without royalty or any additional consideration to the Employee other than the regular compensation paid to the Employee by the Company or its Affiliates.

(ii) The Employee shall execute, acknowledge and deliver to the Company or its Affiliates all necessary documents, and shall take such other action as may be necessary to assist the Company in obtaining by statute, copyrights, patents, trademarks or other statutory or common law protections for the Work Product covered by these Terms and Conditions, vesting title and right in such copyrights, patents, trademarks and other protections in the Company and its designees. The Employee hereby agrees that the Work Product constitutes a "work made for hire" in accordance with the definition of that term under the U.S. copyright laws. The Employee shall further assist the Company or its Affiliates in every proper and reasonable way to enforce such copyrights, patents, trademarks and other protections as the Company may desire. The Employee's obligation to deliver documents and assist the Company or its Affiliates under these Terms and Conditions applies both during and subsequent to the term of his/her employment.

(iii) Any Work Product which the Employee may disclose to anyone within six (6) months after the termination of his/her employment, or for which the Company or its Affiliates may file an application for copyright, patent, trademark or other statutory or common law protection within twelve (12) months after the termination of said employment, shall be presumed to have been made, conceived, first reduced to practice or learned during the term of the Employee's employment and fully subject to the terms and conditions set forth herein; provided that if the Employee in fact, conceived any such Work Product subsequent to the termination of the employment and such Work Product is not based upon or derived from Confidential Information of the Company or its Affiliates or does not relate to the scope of work performed by the Employee pursuant to his/her employment duties with the Company or its Affiliates, then such Work Product shall belong to the Employee and shall be the Employee's sole property. The Employee assumes the responsibility of establishing by competent legal evidence that such Work Product is not based on such Confidential Information and that the Employee conceived any such Work Product after the termination of his/her employment.

(iv) The Employee represents that the Work Product does not infringe any copyright, patent or other proprietary right of any person or entity.

(v) Attached to and made as part of these Terms and Conditions as Exhibit B is a complete list of all Work Product, whether or not copyrighted, which has been made or conceived or first reduced to practice by the Employee alone or jointly prior to the date of his employment with the Company or its Affiliates. Such Work Product shall be excluded from the operation of these Terms and Conditions. If there is no such list on Exhibit B, the Employee represents that no such Work Product exists at the time of execution of these Terms and Conditions.

(d) Without the Company's prior written consent, the Employee will not, during the Noncompete Period, directly or indirectly, solicit or offer employment to any person who has been employed by the Company or its Affiliates at any time during the twelve months immediately preceding such solicitation.

(e) Notwithstanding clauses (a), (b), (c) and (d) above, if at any time a court holds that the restrictions stated in such clauses (a), (b), (c) and (d) are unreasonable or otherwise unenforceable under circumstances then existing, the parties hereto agree that the maximum period, scope or geographic area determined to be reasonable under such circumstances by such court will be substituted for the stated period, scope or area. Because the Employee's services are unique and because the Employee has had access to Confidential Information, the parties hereto agree that money damages will be an inadequate remedy for any breach of these Terms and Conditions. In the event of a breach or threatened breach of these Terms and Conditions, the Company or its Affiliates or their successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive relief in order to enforce, or prevent any violations of, the provisions hereof (without the posting of a bond or other security).

(f) The Employee acknowledges and agrees that the restrictions and remedies under this Section 6.10 are non-exclusive restrictions and remedies and shall not limit or modify any other restrictive covenants to which Employee is subject to as a result of Employee's employment with or services to the Company or any of its Affiliates nor shall such restrictions and remedies limit or modify the Company's and its Affiliates' other rights and remedies to obtain other monetary, equitable or injunctive relief as a result of breach of, or in order to enforce, the terms and conditions of these Terms and Conditions or with respect to any other covenants or agreements between the Company or any of its Affiliates and the Employee or the Employee's obligations under applicable law.

Section 6.11 - Amendment

The Term Sheet and these Terms and Conditions may be amended only by a writing executed by the parties hereto which specifically states that it is amending the Term Sheet or these Terms and Conditions, as applicable.

Section 6.12 - Governing Law

The Term Sheet and these Terms and Conditions shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6.13 – Jurisdiction

The parties to the Term Sheet and these Terms and Conditions agree that jurisdiction and venue in any action brought by any party hereto pursuant to the Term Sheet and these Terms and Conditions shall properly lie and shall be brought in any federal or state court located in the Borough of Manhattan, City and State of New York. By execution and delivery of Term Sheet and these Terms and Conditions, each party hereto irrevocably submits to the jurisdiction of such courts for itself, himself or herself and in respect of its, his or her property with respect to such action. The parties hereto irrevocably agree that venue would be proper in such court, and hereby irrevocably waive any objection that such court is an improper or inconvenient forum for the resolution of such action.

Section 6.14 - Pronouns

The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 6.15 – Counterparts

The Term Sheet and these Terms and Conditions may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 6.16 – Code Section 409A

If any payment of money, delivery of shares of Common Stock or other benefits due to the Employee hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payment, delivery of shares of Common Stock or other benefits shall be deferred if deferral will make such payment, delivery of shares of Common Stock or other benefits compliant under Section 409A of the Code, otherwise such payment, delivery of shares of Common Stock or other benefits shall be restructured, to the extent possible, in a manner, determined by the Company and reasonably acceptable to the Employee, that does not cause such an accelerated or additional tax.

EXHIBIT A

JOINDER

By execution of this Joinder, the undersigned agrees to become a party to that certain Term Sheet for Employee Restricted Stock Unit Awards and that certain Terms and Conditions for Employee Restricted Stock Unit Awards, effective as of _____________ (collectively, the "Agreement"), among WEIGHT WATCHERS INTERNATIONAL, INC. (the "Company") and ____________________________ (the "Employee"). By execution of this Joinder, the undersigned shall have all the rights, and shall observe all the obligations, applicable to the Employee (except as otherwise set forth in the Agreement), and to have made on the date hereof all representations and warranties made by such Employee, modified, if necessary, to reflect the nature of the undersigned as a trust, estate or other entity.

Name:

Address for Notices:

____
____
____
____
____

With copies to:

____
____
____
____
____

Signature: ____

Date: ____

(Back To Top)

Section 4: EX-10.10 (EX-10.10)

Exhibit 10.10

WEIGHT WATCHERS INTERNATIONAL, INC.
TERM SHEET FOR
EMPLOYEE PERFORMANCE STOCK UNIT AWARDS

FOR GOOD AND VALUABLE CONSIDERATION, Weight Watchers International, Inc., a Virginia corporation (the "Company"), hereby grants to the employee of the Company or its Affiliates as identified below (the "Employee") the target number of Performance Stock Units specified below which are ultimately payable (to the extent vested) in shares of Common Stock of the Company (the "PSU Award"). The PSU Award is granted upon the terms, and subject to the conditions, set forth in this Term Sheet, the Company's stock incentive plan specified below (as amended and restated, the "Plan"), and the Terms and Conditions for Employee Performance Stock Unit Awards promulgated under such Plan and as attached hereto (the "Terms and Conditions"), each hereby incorporated herein by this reference and each as amended from time to time (capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Terms and Conditions or the Plan).

Key Terms and Conditions	
Name of Employee:	Mindy Grossman
Grant Date:	[ ]
Plan:	Second Amended and Restated Weight Watchers International, Inc. 2014 Stock Incentive Plan

Target Number of Performance Stock Units:	[ ]
Scheduled Vesting Date:	[ ]
Performance Period:	[ ]

<u>Vesting Schedule</u>

1. <u>Time-Vesting Service Condition</u>. The PSU Award shall only vest upon (a) satisfaction of the Time-Vesting Service Condition as defined herein to be the Employee's continued employment with the Company or its Affiliates through the Scheduled Vesting Date set forth above or (b) the occurrence of an event detailed in Paragraph 3 below which deems the Time-Vesting Service Condition satisfied.

2. <u>Performance Criteria</u>.

(a) <u>Performance Conditions.</u> If the Employee satisfies the Time-Vesting Service Condition as discussed in Paragraph 1 above, the number of PSUs that shall be subject to vesting, if any, shall be based on the achievement of the Performance Vesting Condition for each Fiscal Year (determined based on the applicable Achievement Percentage with respect to each Fiscal Year). All determinations with respect to the Company's Adjusted Operating Income shall be made by the Committee and the Performance Vesting Condition for each Fiscal Year shall not be achieved and the applicable PSUs shall not be eligible to vest until the Committee certifies that such Performance Vesting Condition for that Fiscal Year has been met.

(b) Adjusted Operating Income Achievement. The total number of PSUs that shall be subject to vesting with respect to each Fiscal Year shall be equal to (x) for such Fiscal Year, one-third of the total target number of PSUs granted hereunder multiplied by (y) the applicable Achievement Percentage for such Fiscal Year, determined as follows, and rounded down to the nearest whole PSU:

Level of Achievement	Adjusted Operating Income	Achievement Percentage
Below Threshold	[ ]	[ ]
Threshold	[ ]	[ ]
Target	[ ]	[ ]
Maximum	[ ]	[ ]

The total number of PSUs that shall be subject to vesting with respect to the PSU Award shall be the sum of PSUs determined to be eligible for vesting for the three Fiscal Years ending during the Performance Period subject to the terms and conditions herein.

3. Termination of Employment. Except as set forth herein, upon a termination of employment, the Employee shall be treated in accordance with the Terms and Conditions. Notwithstanding anything to the contrary in the Terms and Conditions, in the event of (i) the Employee's death or Disability prior to the Scheduled Vesting Date or (ii) Employee's termination of employment described in Section 3(a) of the Continuity Agreement, the Time-Vesting Service Condition shall be deemed immediately satisfied and the Performance Vesting Condition for any uncompleted Fiscal Year shall be deemed satisfied at target level performance; provided, however, that if the applicable qualifying termination of employment occurs following the end of one or more of the Fiscal Years, then the Performance Vesting Condition with respect to such completed Fiscal Year(s) shall be deemed satisfied based on the actual Achievement Percentage for such Fiscal Year(s).

4. Definitions. For the purposes of this Term Sheet:

(a) "Achievement Percentage" means the percentage multiplier specified above (or under the defined term "Performance Vesting Condition" to the extent applicable) with respect to the "Below Threshold," "Threshold," "Target" and "Maximum" levels for the Adjusted Operating Income with respect to each Fiscal Year, or a percentage determined using linear interpolation if actual performance falls between any two levels. Notwithstanding the foregoing, in the event that actual performance does not meet the "Threshold" level for a given Fiscal Year, the "Achievement Percentage" with respect to that Fiscal Year shall be zero.

(b) "Adjusted Operating Income" means, with respect to any Fiscal Year, the Company's operating income as reported in (or otherwise calculated in a manner consistent with) the Company's Form 10-Ks as filed with the Securities and Exchange Commission adjusted to exclude the impact of (i) changes in accounting principles, (ii) any material acquisition or divestiture transaction (i.e., one that is expected to involve more than $[ ] million in value) and (iii) any material regulatory matter or litigation in which the Company (or its related entities) is a defendant (i.e., one that is expected to involve judgments, interest, penalties, legal fees, costs and other expenses or exposure in excess of $[ ] million).

(c) "Fiscal Year" means any of the Company's fiscal years ending within the Performance Period.

(d) "Performance Vesting Condition" means the achievement by the Company of (i) Adjusted Operating Income for a Fiscal Year as determined under this Term Sheet, at levels at or above "Threshold" level performance for such Fiscal Year and (ii) solely with respect to Fiscal Year 2017, positive net income during the second half of Fiscal Year 2017 as calculated in a manner consistent with the Company's Form 10-Ks as filed with the Securities and Exchange Commission. In the event that the Performance Vesting Condition described in clause (ii) of the proceeding sentence is satisfied with respect to the second half of Fiscal Year 2017, the Employee's Achievement Percentage for Fiscal Year 2017 shall be deemed satisfied at "maximum" level; provided, however, that the Committee may (and expects to) exercise negative discretion to instead reduce the deemed Achievement Percentage for Fiscal Year 2017 in accordance with Paragraph 2 hereof based on the Adjusted Operating Income for the full Fiscal Year 2017.

(e) "Time-Vesting Service Condition" means the Employee's continued employment with the Company or its Affiliates through the Scheduled Vesting Date identified above.

(f) "Target Amount" means the following targeted amounts of Adjusted Operating Income with respect to each Fiscal Year:

(i) Fiscal Year [ ]: $[ ] million

(ii) Fiscal Year [ ]: $[ ] million

(iii) Fiscal Year [ ]: $[ ] million

* * *

By accepting this Term Sheet, the Employee acknowledges that he or she has received and read, and agrees that the Performance Stock Units granted herein are awarded pursuant to the Plan, are subject to and qualified in their entirety by this Term Sheet, the Plan, and the Terms and Conditions, and shall be subject to the terms and conditions of this Term Sheet, the Plan and the Terms and Conditions. Additionally, the Employee acknowledges and agrees that any right to acceleration or other benefit with respect to the PSU Award under any other written agreement by and between the Employee and the Company or any of its Affiliates, as may be amended from time to time (collectively, "Other Agreements"), is hereby governed by Paragraph 3 above, as may be amended in accordance with the terms of this Term Sheet, with respect to the number of shares of Common Stock to be vested pursuant to such right notwithstanding any term or condition set forth in the Other Agreements.

If the Employee does not sign and return this Term Sheet by [   ], this PSU Award shall be forfeited and shall be of no further force and effect.

WEIGHT WATCHERS INTERNATIONAL, INC.

By:	______________________________	______________________________
Name:	Kimberly Samon	Employee Signature
	Title: Chief Human Resources Officer	Mindy Grossman
		[Address]

WEIGHT WATCHERS INTERNATIONAL, INC.
TERMS AND CONDITIONS FOR
EMPLOYEE PERFORMANCE STOCK UNIT AWARDS

Weight Watchers International, Inc., a Virginia corporation (the "Company"), grants to the Employee who is identified on the Term Sheet for Employee Performance Stock Unit Awards provided to the Employee herewith (the "Term Sheet") the Performance Stock Units specified in the Term Sheet, upon the terms and subject to the conditions set forth in (i) the Term Sheet, (ii) the Company stock incentive plan specified in the Term Sheet (the "Plan") and (iii) these Terms and Conditions for Employee Performance Stock Unit Awards promulgated under such Plan (these "Terms and Conditions"), each hereby incorporated herein by this reference and each as amended from time to time.

ARTICLE I

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Term Sheet or the Plan.

Section 1.1 – Cause

"Cause" shall be as defined in the Employment Agreement.

Section 1.2 – Change in Control

Notwithstanding the definition in the Plan, "Change in Control" shall be deemed to have the same meaning as in the Continuity Agreement.

Section 1.3 – Code

"Code" shall mean the Internal Revenue Code of 1986, as amended.

Section 1.4 - Committee

"Committee" shall mean the Compensation Committee of the Board of Directors of the Company.

Section 1.5 – Common Stock

"Common Stock" shall mean the common stock, no par value per share, of the Company.

Section 1.6 – Company

"Company" shall mean Weight Watchers International, Inc.

Section 1.7 –Continuity Agreement

"Continuity Agreement" shall mean that Continuity Agreement between the Company and Employee entered into as of April 21, 2017, as it may be amended from time to time.

Section 1.8 - Disability

"Disability" shall be as defined in the Employment Agreement.

Section 1.9 – Employment Agreement

"Employment Agreement" shall mean that Employment Agreement between the Company and Employee entered into as of April 21, 2017, as may be amended from time to time.

Section 1.10 – Good Reason

"Good Reason" shall be as defined in the Employment Agreement.

Section 1.11 - Grant Date

"Grant Date" shall mean the date specified on the Term Sheet on which the PSU Award was granted.

Section 1.12 - Performance Stock Units

A "Performance Stock Unit" represents the right to receive, upon satisfaction of the vesting conditions set forth herein, one share of Common Stock.

Section 1.13 – Plan

"Plan" shall mean the Company's stock incentive plan specified on the Term Sheet.

Section 1.14 – PSU Vesting Date

"PSU Vesting Date" shall mean the date upon which both the Time-Vesting Service Condition and the Performance Vesting Condition applicable to the PSU Award have been satisfied.

Section 1.15 - Secretary

"Secretary" shall mean the Secretary of the Company.

ARTICLE II

GRANT OF PSU AWARD

Section 2.1 - Grant of Performance Stock Units

On and as of the Grant Date, the Company irrevocably grants to the Employee the target number of Performance Stock Units specified on the Term Sheet, upon the terms and conditions set forth in the Term Sheet and these Terms and Conditions. The Performance Stock Units shall vest and become non-forfeitable in accordance with Article III hereof.

Section 2.2 – Employment Agent

This PSU Award is made as required by Section 4 of the Employment Agreement. Nothing in the Term Sheet, in these Terms and Conditions or in the Plan shall confer upon the Employee any right to continue in the employment of the Company or its Affiliates, or shall interfere with or restrict in any way the rights of the Company or its Affiliates, which are hereby expressly reserved, to terminate the employment of the Employee at any time for any reason whatsoever, with or without Cause (subject to the terms of the Employment Agreement). Employee hereby acknowledges and agrees that neither the Company nor its Affiliates nor any other Person has made any representations or promises whatsoever to the Employee concerning the Employee's employment or continued employment by the Company or its Affiliates, subject to the terms of the Employment Agreement.

Section 2.3 - Adjustments

Subject to the provisions of the Plan, in the event that the outstanding shares of the Common Stock subject to a PSU Award are, from time to time, changed into or exchanged for a different number or kind of shares of the Company or other securities of the Company by reason of a merger, consolidation, recapitalization, change of control, reclassification, stock split, spin-off, stock dividend, combination of shares, or otherwise, the Committee shall make an appropriate and equitable adjustment in the number and kind of shares or other consideration as to which such PSU Award shall be converted. Any such adjustment made by the Committee in its good faith discretion and in accordance with the provisions of the Plan shall be final and binding upon the Employee, the Company and all other interested persons. To the extent that any PSU Award is not continued, assumed or substituted for options, performance stock units or any other form of equity of a surviving entity in connection with one of the foregoing events, it shall become fully vested immediately prior to the event.

ARTICLE III

VESTING

Section 3.1 - Commencement of Vesting

Unless otherwise provided in the Term Sheet, these Terms and Conditions or the Plan, so long as the Employee continues to be employed by the Company or its Affiliates, the Performance Stock Units shall vest on the dates specified on, and to the extent provided by, the vesting schedule set forth on the Term Sheet (subject to Section 3.2 below).

Section 3.2 - Expiration of Performance Stock Units

Unless otherwise provided in the Term Sheet, the Employee shall cease any additional vesting in his or her Performance Stock Units upon any termination of his or her employment and the unvested portion of the Performance Stock Units shall be cancelled without payment therefor upon any termination of his or her employment.

ARTICLE IV

STOCKHOLDER RIGHTS

Section 4.1 - Conditions to Issuance of Stock Certificates

The shares of Common Stock deliverable upon the vesting of the Performance Stock Units, or any portion thereof, shall be fully paid and nonassessable. The Company shall not be required to deliver any certificate or certificates for shares of stock upon the vesting of any Performance Stock Units, or any portion thereof, prior to fulfillment of all of the following conditions:

(a) The obtaining of approval or other clearance from any state or federal governmental agency which the Committee shall, in its absolute discretion, determine to be necessary or advisable; and

(b) The lapse of such reasonable period of time following the vesting of the Performance Stock Units as the Committee may from time to time establish for reasons of administrative convenience.

Section 4.2 - Rights as Stockholder

(a) PSU Rights. Unless otherwise set forth herein, the Employee shall receive, as soon as practicable after the PSU Vesting Date (but in no event later than ten (10) business days following the PSU Vesting Date), one share of Common Stock for each vested Performance Stock Unit that the Employee holds hereunder. Certificates for the Common Stock shall be delivered to the Employee or to the Employee’s legal guardian or representative (or if such Common Stock is evidenced by uncertificated securities registered or recorded in records maintained by or on behalf of the Company in the name of a clearing agency, the Company will cause the Common Stock to be entered in the records of such clearing agency as owned by the Employee). It shall be a condition of the obligation of the Company upon delivery of Common Stock to the Employee pursuant this Section 4.2 that the Employee pay to the Company such amount as may be requested by the Company for the purpose of satisfying any liability for any federal, state or local income or other taxes required by law to be withheld with respect to such Common Stock. Minimum required withholding shall be satisfied by the Company withholding Common Stock otherwise deliverable to the Employee hereunder. Until the PSU Vesting Date, a holder of a Performance Stock Unit shall not be, nor have any of the rights or privileges of, a stockholder of the Company.

(b) Dividend Equivalents for PSU Award. With respect to each cash dividend or distribution (if any) paid with respect to Common Stock to holders of record on and after the Grant Date but before the PSU Vesting Date, the Company shall maintain a notional account (the "Account") for the benefit of the Employee, in which the Company shall record the amount of each such cash dividend or distribution (if any) to which the Employee would have been entitled if the Employee had held the same number of shares of Common Stock equal to the target number of Performance Stock Units granted pursuant to the Term Sheet and these Terms and Conditions. As soon as practicable after the PSU Vesting Date (but in no event later than ten (10) business days following the PSU Vesting Date), the Employee shall, in the discretion of the Company (with respect to the form of payment), be paid an amount equal to the balance of the Account multiplied by the Achievement Percentage (as defined in the Term Sheet) (such product, if any, the "Vested Amount") in (a) cash or (b) a number of shares of Common Stock equal to the quotient of (i) the Vested Amount, divided by (ii) the Fair Market Value, on the PSU Vesting Date, of one share of Common Stock. In the event the Vested Amount is paid in shares of Common Stock, if the calculation set forth in the preceding sentence results in fractional shares, the Company shall round such number of shares to the nearest whole number; provided, that if such number is rounded down, the Company shall pay to the Employee an amount in cash equal to the fractional shares based on the Fair Market Value thereof. In the event the Employee's employment is terminated for any reason (other than a termination that results in the acceleration of vesting of PSUs) prior to the PSU Vesting Date, the Employee shall forfeit all amounts maintained in the Account without consideration therefor.

(c) Delay of Receipt. Notwithstanding the foregoing, in the event that Employee would be required to make a filing under the Hart-Scott-Rodino Act in connection with receipt of Common Stock, the applicable time period(s) shall be appropriately extended to permit such filing and subsequent receipt of Common Stock (and associated Account) but not beyond March 15th in the year following the year in which the PSU Vesting Date occurs.

(d) Limitation on Obligations. The Company's obligation with respect to the Performance Stock Units granted hereunder is limited solely to the delivery to the Employee of shares of Common Stock on the date when such shares are due to be delivered hereunder, and in no way shall the Company become obligated to pay cash in respect of such obligation (except as set forth in Section 4.2(b) hereof). This PSU Award shall not be secured by any specific assets of the Company or any of its Affiliates, nor shall any assets of the Company or any of its Affiliates be designated as attributable or allocated to the satisfaction of the Company's obligations under the Term Sheet, these Terms and Conditions or the Plan.

(e) Tax Advice. The Employee is hereby advised to seek his or her own tax counsel regarding the taxation of an award of Performance Stock Units made hereunder.

ARTICLE V

THE COMPANY'S REPRESENTATIONS AND WARRANTIES

Section 5.1 - Authorization

The Company represents and warrants to the Employee that (i) the Term Sheet and these Terms and Conditions has been duly authorized, executed and delivered by the Company, and (ii) upon the vesting of Performance Stock Units (or any portion thereof), the Common Stock, when issued and delivered in accordance with the terms hereof, will be duly and validly issued, fully paid and nonassessable.

Section 5.2 - Registration

The Common Stock are registered on a Form S-8 Registration Statement or any successor to Form S-8 to the extent that such registration is then available with respect to such Common Stock, and the Company will file the reports required to be filed by it under the 1933 Act and the Securities Exchange Act of 1934, as amended (the "Act"), and the rules and regulations adopted by the SEC thereunder, to the extent required from time to time to enable the Employee to sell his or her shares of Stock without registration under the 1933 Act within the limitations of the exemptions provided by (A) Rule 144 under the 1933 Act, as such rule may be amended from time to time, or (B) any similar rule or regulation hereafter adopted by the SEC.

ARTICLE VI

MISCELLANEOUS

Section 6.1 - Administration

The Committee shall have the power to interpret the Plan, the Term Sheet and these Terms and Conditions and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon the Employee, the Company and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or the Performance Stock Units. In its absolute discretion, the Board of Directors of the Company may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan, the Term Sheet and these Terms and Conditions. Notwithstanding anything else herein or the Plan, interpretation of the terms Cause, Good Reason and Disability shall be made in accordance with the procedures and dispute resolutions provisions of the Employment Agreement and that of Change in Control in accordance with the procedures and dispute resolutions provisions of the Continuity Agreement.

Section 6.2 - Shares to Be Reserved

The Company shall at all times during the term of the PSU Award reserve and keep available such number of shares of Common Stock as will be sufficient to satisfy the requirements of the Term Sheet and these Terms and Conditions.

Section 6.3 - Recapitalizations, etc.

The provisions of the Term Sheet and these Terms and Conditions shall apply, to the full extent set forth herein with respect to the PSU Award, to any and all shares of capital stock of the Company or any capital stock, partnership units or any other security evidencing ownership interests in any successor or assign of the Company or its Affiliates (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or substitution of the PSU Award, by reason of any stock dividend, split, reverse split, combination, recapitalization, liquidation, reclassification, merger, consolidation or otherwise.

Section 6.4 - State Securities Laws

The Company hereby agrees to use its best efforts to comply with all state securities or “blue sky” laws which might be applicable to the issuance of the shares underlying the Performance Stock Units to the Employee.

Section 6.5 - Binding Effect

The provisions of the Term Sheet and these Terms and Conditions shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. In the case of a transferee permitted under the Term Sheet and these Terms and Conditions, such transferee shall be deemed the Employee hereunder; provided, however, that no transferee shall derive any rights under the Term Sheet and these Terms and Conditions unless and until such transferee has delivered to the Company a Joinder (in the form attached hereto as Exhibit A) and becomes bound by the terms of the Term Sheet and these Terms and Conditions.

Section 6.6 - Miscellaneous

In the Term Sheet and these Terms and Conditions, (i) all references to “dollars” or “$” are to United States dollars and (ii) the word “or” is not exclusive. If any provision of the Term Sheet and these Terms and Conditions shall be declared illegal, void or unenforceable by any court of competent jurisdiction, the other provisions shall not be affected, but shall remain in full force and effect.

Section 6.7 - Notices

Any notice to be given under the terms of the Term Sheet and these Terms and Conditions to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Employee shall be addressed to him or her at the address given on the Term Sheet. By a notice given pursuant to this Section 6.7, either party may hereafter designate a different address for notices to be given to him or her. Any notice which is required to be given to the Employee shall, if the Employee is then deceased, be given to the Employee's personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 6.7. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

Section 6.8 - Titles

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of the Term Sheet and these Terms and Conditions.

Section 6.9 - Applicability of Plan

The Common Stock issued to the Employee upon the vesting of the Performance Stock Units shall be subject to all of the terms and provisions of the Plan, to the extent applicable to the vesting of the Performance Stock Units (or any portion thereof). In the event of any conflict between the Term Sheet and these Terms and Conditions, these Terms and Conditions shall control. In the event of any conflict between the Term Sheet, these Terms and Conditions and the Plan, the Term Sheet or Terms and Conditions shall control.

Section 6.10 – Restrictive Covenants

In consideration of the Company entering into the Term Sheet and these Terms and Conditions with the Employee, the Employee reaffirms the restrictive covenants set forth in Section 8 of the Employment Agreement.

Section 6.11 - Amendment

The Term Sheet and these Terms and Conditions may be amended only by a writing executed by the parties hereto which specifically states that it is amending the Term Sheet or these Terms and Conditions, as applicable.

Section 6.12 - Governing Law

The Term Sheet and these Terms and Conditions shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6.13 – Jurisdiction

The parties to the Term Sheet and these Terms and Conditions agree that jurisdiction and venue in any action brought by any party hereto pursuant to the Term Sheet and these Terms and Conditions shall properly lie and shall be brought in any federal or state court located in the Borough of Manhattan, City and State of New York. By execution and delivery of Term Sheet and these Terms and Conditions, each party hereto irrevocably submits to the jurisdiction of such courts for itself, himself or herself and in respect of its, his or her property with respect to such action. The parties hereto irrevocably agree that venue would be proper in such court, and hereby irrevocably waive any objection that such court is an improper or inconvenient forum for the resolution of such action.

Section 6.14 - Pronouns

The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 6.15 – Counterparts

The Term Sheet and these Terms and Conditions may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 6.16 – Code Section 409A

If any payment of money, delivery of shares of Common Stock or other benefits due to the Employee hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payment, delivery of shares of Common Stock or other benefits shall be deferred if deferral will make such payment, delivery of shares of Common Stock or other benefits compliant under Section 409A of the Code, otherwise such payment, delivery of shares of Common Stock or other benefits shall be restructured, to the extent possible, in a manner, determined by the Company and reasonably acceptable to the Employee, that does not cause such an accelerated or additional tax.

EXHIBIT A

JOINDER

By execution of this Joinder, the undersigned agrees to become a party to that certain Term Sheet for Employee Performance Stock Unit Awards and that certain Terms and Conditions for Employee Performance Stock Unit Awards, effective as of _____________ (collectively, the "Agreement"), among WEIGHT WATCHERS INTERNATIONAL, INC. (the "Company") and ___________________________ (the "Employee"). By execution of this Joinder, the undersigned shall have all the rights, and shall observe all the obligations, applicable to the Employee (except as otherwise set forth in the Agreement), and to have made on the date hereof all representations and warranties made by such Employee, modified, if necessary, to reflect the nature of the undersigned as a trust, estate or other entity.

Name:

Address for Notices:

____
____
____
____
____

With copies to:

____
____
____
____
____

Signature: ____

Date: ____

(Back To Top)

Section 5: EX-10.11 (EX-10.11)

Exhibit 10.11

WEIGHT WATCHERS INTERNATIONAL, INC.
TERM SHEET FOR
EMPLOYEE RESTRICTED STOCK UNIT AWARDS

FOR GOOD AND VALUABLE CONSIDERATION, Weight Watchers International, Inc., a Virginia corporation (the "Company"), hereby grants to the employee of the Company or its Affiliates as identified below (the "Employee") the aggregate number of Restricted Stock Units specified below which are ultimately payable in shares of Common Stock of the Company (the "RSU Award"). The RSU Award is granted upon the terms, and subject to the conditions, set forth in this Term Sheet, the Company's stock incentive plan specified below (as amended and restated, the "Plan"), and the Terms and Conditions for Employee Restricted Stock Unit Awards promulgated under such Plan and as attached hereto (the "Terms and Conditions"), each hereby incorporated herein by this reference and each as amended from time to time (capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Terms and Conditions or the Plan).

Key Terms and Conditions	
Name of Employee:	Mindy Grossman
Grant Date:	[ ]
Plan:	Second Amended and Restated Weight Watchers International, Inc. 2014 Stock Incentive Plan
Aggregate Number of Restricted Stock Units:	[ ]
Vesting Schedule for Restricted Stock Units	

(subject to continued employment)	
Date	# of Restricted Stock Units
[ ]	33.3% of Aggregate Number of Restricted Stock Units
[ ]	33.3% of Aggregate Number of Restricted Stock Units
[ ]	33.3% of Aggregate Number of Restricted Stock Units

By accepting this Term Sheet, the Employee acknowledges that he or she has received and read, and agrees that the Restricted Stock Units granted herein are awarded pursuant to the Plan, are subject to and qualified in their entirety by this Term Sheet, the Plan, and the Terms and Conditions, and shall be subject to the terms and conditions of this Term Sheet, the Plan and the Terms and Conditions.

If the Employee does not sign and return this Term Sheet by [ ], this RSU Award shall be forfeited and shall be of no further force and effect.

WEIGHT WATCHERS INTERNATIONAL, INC.

By: ______________________________

Name: Kimberly Samon
Title: Chief Human Resources Officer

____
Employee Signature
Mindy Grossman
[Address]

WEIGHT WATCHERS INTERNATIONAL, INC.
TERMS AND CONDITIONS FOR
EMPLOYEE RESTRICTED STOCK UNIT AWARDS

Weight Watchers International, Inc., a Virginia corporation (the "Company"), grants to the Employee who is identified on the Term Sheet for Employee Restricted Stock Unit Awards provided to the Employee herewith (the "Term Sheet") the Restricted Stock Units specified in the Term Sheet, upon the terms and subject to the conditions set forth in (i) the Term Sheet, (ii) the Company stock incentive plan specified in the Term Sheet (the "Plan") and (iii) these Terms and Conditions for Employee Restricted Stock Unit Awards promulgated under such Plan (these "Terms and Conditions"), each hereby incorporated herein by this reference and each as amended from time to time.

ARTICLE I

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Term Sheet or the Plan.

Section 1.1 – Cause

"Cause" shall be as defined in the Employment Agreement.

Section 1.2 – Change in Control

Notwithstanding the definition in the Plan, "Change in Control" shall be deemed to have the same meaning as in the Continuity Agreement.

Section 1.3 – Code

"Code" shall mean the Internal Revenue Code of 1986, as amended.

Section 1.4 - Committee

"Committee" shall mean the Compensation Committee of the Board of Directors of the Company.

Section 1.5 – Common Stock

"Common Stock" shall mean the common stock, no par value per share, of the Company.

Section 1.6 – Company

"Company" shall mean Weight Watchers International, Inc.

Section 1.7 –Continuity Agreement

“Continuity Agreement” shall mean that Continuity Agreement between the Company and Employee entered into as of April 21, 2017, as it may be amended from time to time.

Section 1.8 - Disability

“Disability” shall be as defined in the Employment Agreement.

Section 1.9 – Employment Agreement

“Employment Agreement” shall mean that Employment Agreement between the Company and Employee entered into as of April 21, 2017, as may be amended from time to time.

Section 1.10 – Good Reason

“Good Reason” shall be as defined in the Employment Agreement.

Section 1.11 - Grant Date

“Grant Date” shall mean the date specified on the Term Sheet on which the RSU Award was granted.

Section 1.12 – Plan

“Plan” shall mean the Company’s stock incentive plan specified on the Term Sheet.

Section 1.13 - Restricted Stock Units

A “Restricted Stock Unit” represents the right to receive, upon satisfaction of the vesting conditions set forth herein, one share of Common Stock.

Section 1.14 – RSU Vesting Date

“RSU Vesting Date” shall mean the date a Restricted Stock Unit becomes vested.

Section 1.15 - Secretary

"Secretary" shall mean the Secretary of the Company.

ARTICLE II

GRANT OF RSU AWARD

Section 2.1 - Grant of Restricted Stock Units

On and as of the Grant Date, the Company irrevocably grants to the Employee the number of Restricted Stock Units specified on the Term Sheet, upon the terms and conditions set forth in the Term Sheet and these Terms and Conditions. The Restricted Stock Units shall vest and become non-forfeitable in accordance with Article III hereof.

Section 2.2 – Employment Agent

This RSU Award is made as required by Section 4 of the Employment Agreement. Nothing in the Term Sheet, in these Terms and Conditions or in the Plan shall confer upon the Employee any right to continue in the employment of the Company or its Affiliates, or shall interfere with or restrict in any way the rights of the Company or its Affiliates, which are hereby expressly reserved, to terminate the employment of the Employee at any time for any reason whatsoever, with or without Cause (subject to the terms of the Employment Agreement). Employee hereby acknowledges and agrees that neither the Company nor its Affiliates nor any other Person has made any representations or promises whatsoever to the Employee concerning the Employee's employment or continued employment by the Company or its Affiliates, subject to the terms of the Employment Agreement.

Section 2.3 - Adjustments

Subject to the provisions of the Plan, in the event that the outstanding shares of the Common Stock subject to an RSU Award are, from time to time, changed into or exchanged for a different number or kind of shares of the Company or other securities of the Company by reason of a merger, consolidation, recapitalization, change of control, reclassification, stock split, spin-off, stock dividend, combination of shares, or otherwise, the Committee shall make an appropriate and equitable adjustment in the number and kind of shares or other consideration as to which such RSU Award shall be converted. Any such adjustment made by the Committee in its good faith discretion and in accordance with the provisions of the Plan shall be final and binding upon the Employee, the Company and all other interested persons. To the extent that any RSU Award is not continued, assumed or substituted for options, restricted stock units or any other form of equity of a surviving entity in connection with one of the foregoing events, it shall become fully vested immediately prior to the event.

ARTICLE III

VESTING

Section 3.1 - Commencement of Vesting

Unless otherwise provided in the Term Sheet, these Terms and Conditions or the Plan, so long as the Employee continues to be employed by the Company or its Affiliates, the

Restricted Stock Units shall vest on the dates specified on, and to the extent provided by, the vesting schedule set forth on the Term Sheet (subject to Section 3.2 below).

Section 3.2 - Expiration of Restricted Stock Units

(a) The Restricted Stock Units not then vested shall immediately vest upon a termination described in Section 3(a) of the Continuity Agreement.

(b) If (a) above does not apply, to the extent Employee's employment with the Company and its Affiliates is terminated due to Employee's death or by the Company due to Employee's Disability prior to any RSU Vesting Date, one hundred percent (100%) of the unvested Restricted Stock Units as of the date of such termination of employment shall vest upon such termination of employment.

(c) Subject to (a) and (b) above, the Employee shall cease any additional vesting in his or her Restricted Stock Units upon any termination of his or her employment and the unvested portion of the Restricted Stock Units shall be cancelled without payment therefor upon any termination of his or her employment.

ARTICLE IV

STOCKHOLDER RIGHTS

Section 4.1 - Conditions to Issuance of Stock Certificates

The shares of Common Stock deliverable upon the vesting of the Restricted Stock Units, or any portion thereof, shall be fully paid and nonassessable. The Company shall not be required to deliver any certificate or certificates for shares of stock upon the vesting of any Restricted Stock Units, or any portion thereof, prior to fulfillment of all of the following conditions:

(a) The obtaining of approval or other clearance from any state or federal governmental agency which the Committee shall, in its absolute discretion, determine to be necessary or advisable; and

(b) The lapse of such reasonable period of time following the vesting of the Restricted Stock Units as the Committee may from time to time establish for reasons of administrative convenience.

Section 4.2 - Rights as Stockholder

(a) RSU Rights. Unless otherwise set forth herein, the Employee shall receive, as soon as practicable after the applicable RSU Vesting Date (but in no event later than ten (10) business days following the RSU Vesting Date), one share of Common Stock for each vested Restricted Stock Unit that the Employee holds hereunder. Certificates for the Common Stock shall be delivered to the Employee or to the Employee's legal guardian or representative (or if such Common Stock is evidenced by uncertificated securities registered or recorded in records maintained by or on behalf of the Company in the name of a clearing agency, the

Company will cause the Common Stock to be entered in the records of such clearing agency as owned by the Employee). It shall be a condition of the obligation of the Company upon delivery of Common Stock to the Employee pursuant this Section 4.2 that the Employee pay to the Company such amount as may be requested by the Company for the purpose of satisfying any liability for any federal, state or local income or other taxes required by law to be withheld with respect to such Common Stock. Minimum required withholding shall be satisfied by the Company withholding Common Stock otherwise deliverable to the Employee hereunder. Until the applicable RSU Vesting Date, a holder of a Restricted Stock Unit shall not be, nor have any of the rights or privileges of, a stockholder of the Company.

(b) Dividend Equivalents for RSU Award. With respect to each cash dividend or distribution (if any) paid with respect to Common Stock to holders of record on and after the Grant Date but before the applicable RSU Vesting Date, the Company shall maintain a notional account (the "Account") for the benefit of the Employee, in which the Company shall record the amount of each such cash dividend or distribution (if any) to which the Employee would have been entitled if the Employee had held the same number of shares of Common Stock equal to the number of Restricted Stock Units granted pursuant to the Term Sheet and these Terms and Conditions. As soon as practicable after the RSU Vesting Date (but in no event later than ten (10) business days following the RSU Vesting Date), the Employee shall, in the discretion of the Company (with respect to the form of payment), be paid an amount equal to the balance of the Account in (a) cash or (b) a number of shares of Common Stock equal to the quotient of (i) the balance of the Account, divided by (ii) the Fair Market Value, on the RSU Vesting Date, of one share of Common Stock. In the event the Account balance is paid in shares of Common Stock, if the calculation set forth in the preceding sentence results in fractional shares, the Company shall round such number of shares to the nearest whole number; provided, that if such number is rounded down, the Company shall pay to the Employee an amount in cash equal to the fractional shares based on the Fair Market Value thereof. In the event the Employee's employment is terminated for any reason (other than a termination that results in the acceleration of vesting of RSUs) prior to any RSU Vesting Date, the Employee shall forfeit all amounts maintained in the Account without consideration therefor.

(c) Delay of Receipt. Notwithstanding the foregoing, in the event that Employee would be required to make a filing under the Hart-Scott-Rodino Act in connection with receipt of Common Stock, the applicable time period(s) shall be appropriately extended to permit such filing and subsequent receipt of Common Stock (and associated Account) but not beyond March 15th in the year following the year in which the RSU Vesting Date occurs.

(d) Limitation on Obligations. The Company's obligation with respect to the Restricted Stock Units granted hereunder is limited solely to the delivery to the Employee of shares of Common Stock on the date when such shares are due to be delivered hereunder, and in no way shall the Company become obligated to pay cash in respect of such obligation (except as set forth in Section 4.2(b) hereof). This RSU Award shall not be secured by any specific assets of the Company or any of its Affiliates, nor shall any assets of the Company or any of its Affiliates be designated as attributable or allocated to the satisfaction of the Company's obligations under the Term Sheet, these Terms and Conditions or the Plan.

(e) Tax Advice. The Employee is hereby advised to seek his or her own tax counsel regarding the taxation of an award of Restricted Stock Units made hereunder.

ARTICLE V

THE COMPANY'S REPRESENTATIONS AND WARRANTIES

Section 5.1 - Authorization

The Company represents and warrants to the Employee that (i) the Term Sheet and these Terms and Conditions has been duly authorized, executed and delivered by the Company, and (ii) upon the vesting of Restricted Stock Units (or any portion thereof), the Common Stock, when issued and delivered in accordance with the terms hereof, will be duly and validly issued, fully paid and nonassessable.

Section 5.2 - Registration

The Common Stock are registered on a Form S-8 Registration Statement or any successor to Form S-8 to the extent that such registration is then available with respect to such Common Stock, and the Company will file the reports required to be filed by it under the 1933 Act and the Securities Exchange Act of 1934, as amended (the "Act"), and the rules and regulations adopted by the SEC thereunder, to the extent required from time to time to enable the Employee to sell his or her shares of Stock without registration under the 1933 Act within the limitations of the exemptions provided by (A) Rule 144 under the 1933 Act, as such rule may be amended from time to time, or (B) any similar rule or regulation hereafter adopted by the SEC.

ARTICLE VI

MISCELLANEOUS

Section 6.1 - Administration

The Committee shall have the power to interpret the Plan, the Term Sheet and these Terms and Conditions and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon the Employee, the Company and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or the Restricted Stock Units. In its absolute discretion, the Board of Directors of the Company may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan, the Term Sheet and these Terms and Conditions. Notwithstanding anything else herein or the Plan, interpretation of the terms Cause, Good Reason and Disability shall be made in accordance with the procedures and dispute resolutions provisions of the Employment Agreement and that of Change in Control in accordance with the procedures and dispute resolutions provisions of the Continuity Agreement.

Section 6.2 - Shares to Be Reserved

The Company shall at all times during the term of the RSU Award reserve and keep available such number of shares of Common Stock as will be sufficient to satisfy the requirements of the Term Sheet and these Terms and Conditions.

Section 6.3 - Recapitalizations, etc.

The provisions of the Term Sheet and these Terms and Conditions shall apply, to the full extent set forth herein with respect to the RSU Award, to any and all shares of capital stock of the Company or any capital stock, partnership units or any other security evidencing ownership interests in any successor or assign of the Company or its Affiliates (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or substitution of the RSU Award, by reason of any stock dividend, split, reverse split, combination, recapitalization, liquidation, reclassification, merger, consolidation or otherwise.

Section 6.4 - State Securities Laws

The Company hereby agrees to use its best efforts to comply with all state securities or "blue sky" laws which might be applicable to the issuance of the shares underlying the Restricted Stock Units to the Employee.

Section 6.5 - Binding Effect

The provisions of the Term Sheet and these Terms and Conditions shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. In the case of a transferee permitted under the Term Sheet and these Terms and Conditions, such transferee shall be deemed the Employee hereunder; provided, however, that no transferee shall derive any rights under the Term Sheet and these Terms and Conditions unless and until such transferee has delivered to the Company a Joinder (in the form attached hereto as Exhibit A) and becomes bound by the terms of the Term Sheet and these Terms and Conditions.

Section 6.6 - Miscellaneous

In the Term Sheet and these Terms and Conditions, (i) all references to "dollars" or "$" are to United States dollars and (ii) the word "or" is not exclusive. If any provision of the Term Sheet and these Terms and Conditions shall be declared illegal, void or unenforceable by any court of competent jurisdiction, the other provisions shall not be affected, but shall remain in full force and effect.

Section 6.7 - Notices

Any notice to be given under the terms of the Term Sheet and these Terms and Conditions to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Employee shall be addressed to him or her at the address given on the Term Sheet. By a notice given pursuant to this Section 6.7, either party may hereafter designate a different address for notices to be given to him or her. Any notice which is required to be given to the Employee shall, if the Employee is then deceased, be given to the Employee's personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 6.7. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

Section 6.8 - Titles

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of the Term Sheet and these Terms and Conditions.

Section 6.9 - Applicability of Plan

The Common Stock issued to the Employee upon the vesting of the Restricted Stock Units shall be subject to all of the terms and provisions of the Plan, to the extent applicable to the vesting of the Restricted Stock Units (or any portion thereof). In the event of any conflict between the Term Sheet and these Terms and Conditions, these Terms and Conditions shall control. In the event of any conflict between the Term Sheet, these Terms and Conditions and the Plan, the Term Sheet or Terms and Conditions shall control.

Section 6.10 – Restrictive Covenants

In consideration of the Company entering into the Term Sheet and these Terms and Conditions with the Employee, the Employee reaffirms the restrictive covenants set forth in Section 8 of the Employment Agreement.

Section 6.11 - Amendment

The Term Sheet and these Terms and Conditions may be amended only by a writing executed by the parties hereto which specifically states that it is amending the Term Sheet or these Terms and Conditions, as applicable.

Section 6.12 - Governing Law

The Term Sheet and these Terms and Conditions shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6.13 – Jurisdiction

The parties to the Term Sheet and these Terms and Conditions agree that jurisdiction and venue in any action brought by any party hereto pursuant to the Term Sheet and these Terms and Conditions shall properly lie and shall be brought in any federal or state court located in the Borough of Manhattan, City and State of New York. By execution and delivery of Term Sheet and these Terms and Conditions, each party hereto irrevocably submits to the jurisdiction of such courts for itself, himself or herself and in respect of its, his or her property with respect to such action. The parties hereto irrevocably agree that venue would be proper in such court, and hereby irrevocably waive any objection that such court is an improper or inconvenient forum for the resolution of such action.

Section 6.14 - Pronouns

The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 6.15 – Counterparts

The Term Sheet and these Terms and Conditions may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 6.16 – Code Section 409A

If any payment of money, delivery of shares of Common Stock or other benefits due to the Employee hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payment, delivery of shares of Common Stock or other benefits shall be deferred if deferral will make such payment, delivery of shares of Common Stock or other benefits compliant under Section 409A of the Code, otherwise such payment, delivery of shares of Common Stock or other benefits shall be restructured, to the extent possible, in a manner, determined by the Company and reasonably acceptable to the Employee, that does not cause such an accelerated or additional tax.

EXHIBIT A

JOINDER

By execution of this Joinder, the undersigned agrees to become a party to that certain Term Sheet for Employee Restricted Stock Unit Awards and that certain Terms and Conditions for Employee Restricted Stock Unit Awards, effective as of _____________ (collectively, the “Agreement”), among WEIGHT WATCHERS INTERNATIONAL, INC. (the “Company”) and ___________________________ (the “Employee”). By execution of this Joinder, the undersigned shall have all the rights, and shall observe all the obligations, applicable to the Employee (except as otherwise set forth in the Agreement), and to have made on the date hereof all representations and warranties made by such Employee, modified, if necessary, to reflect the nature of the undersigned as a trust, estate or other entity.

Name:

Address for Notices:	With copies to:
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

Signature: ______________________________

Date: ______________________________

(Back To Top)

Section 6: EX-31.1 (EX-31.1)

EXHIBIT 31.1

CERTIFICATION

I, Mindy Grossman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Weight Watchers International, Inc.;

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 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 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.

Date: August 8, 2017

Signature: /s/ Mindy Grossman
Mindy Grossman
President, Chief Executive Officer and Director
(Principal Executive Officer)

(Back To Top)

Section 7: EX-31.2 (EX-31.2)

EXHIBIT 31.2

CERTIFICATION

I, Nicholas P. Hotchkin, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Weight Watchers International, Inc.;

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 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 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.

Date: August 8, 2017

Signature: /s/ Nicholas P. Hotchkin
Nicholas P. Hotchkin
Chief Financial Officer
(Principal Financial and Accounting Officer)

(Back To Top)

Section 8: EX-32.1 (EX-32.1)

EXHIBIT 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Weight Watchers International, Inc. (the “Company”) for the quarterly period ended July 1, 2017, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), we, the undersigned officers of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 8, 2017	Signature:	/s/ Mindy Grossman
		Mindy Grossman President, Chief Executive Officer and Director (Principal Executive Officer)
	Signature:	/s/ Nicholas P. Hotchkin
		Nicholas P. Hotchkin Chief Financial Officer (Principal Financial and Accounting Officer)

(Back To Top)