

37/83

ON APPEAL

FROM THE SUPREME COURT OF

NEW SOUTH WALES

ADMINISTRATIVE LAW DIVISION

IN CAUSE NO. 605 of 1978

BETWEEN: NARICH PTY. LIMITED

Plaintiff (Appellant)

AND: THE COMMISSIONER OF PAY-ROLL TAX

Defendant (Respondent)

TRANSCRIPT RECORD OF PROCEEDINGS

VOLUME II

Solicitors for the Plaintiff (Appellant)

Baker & McKenzie
50 Bridge Street,
Sydney. N.S.W. Australia.

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Solicitor for the Defendant (Respondent)

The State Crown Solicitor
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PART II - EXHIBITS

Exhibit A - Franchise Agreement dated 1 June 1969 between Weight Watchers International, Inc., Franchise Developments (New Hebrides) Limited and Narich Pty. Limited and amended on 9 August 1971, 23 September 1971 and 20 June 1972. Deeds dated 9 August 1971, 23 September 1971 and 20 June 1972 between Franchise Developments (New Hebrides) Limited and Narich Pty. Limited

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Agreement dated 3 March 1975 between Weight Watchers International, Inc., and Narich Pty. Limited as amended on 31 May 1977.

FRANCHISE AGREEMENT

AGREEMENT made this 1st day of June, 1969 by and between WEIGHT WATCHERS INTERNATIONAL INC., a New York Corporation, having its principal place of business at 175 East Shore Road, Great Neck, New York (hereinafter called the "Franchisor") and Franchise Developments (New Hebrides) Limited, a New Hebrides Company, having its registered office at Port Vila, New Hebrides (hereinafter called the "Assignor") and Narich Proprietary Limited, an Australian Company, having its principal place of business at 383 George Street, Sydney, New South Wales (hereinafter called the "Franchisee").

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WITNESSETH:

The Franchisor is engaged in, among other things, the business of helping people to reduce excess weight and to maintain their weight losses. To do this, the Franchisor and its franchisees (the former and the latter hereinafter being collectively referred to as the "Weight Watchers Organisation")

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conduct classes (hereinafter called "Weight Watchers Classes") in which people (hereinafter called "Members") are taught how to change their eating habits. A unique program (hereinafter called the "program") developed and prescribed by the Franchisor is presented in a unique manner in these classes.

The Franchisor has developed an extensive network of Weight Watchers Classes throughout the United States of America and in several areas outside of the United States of America. The Franchisor has expended a large amount of time and money to develop very valuable trade secrets and techniques relating to the operation of such classes. Pursuant to the terms and conditions herein set forth, certain of such trade secrets and techniques have been disclosed in confidence by the Franchisor to the Franchisee and others will be disclosed to the Franchisee in the future. Previous to the Franchisee's relationship with the Weight Watchers Organisation, the Franchisee had no knowledge of the aforesaid trade secrets, techniques, manner of presenting the program, and confidential information.

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The Franchisor owns and has registered various trademarks and service marks in the U.S. Patent Office, with many states and in many foreign countries. These registered marks of the Franchisor include, without limitation, "Weight Watchers", the photograph of Jean Nidetch, and the letters "WW" and design (hereinafter called the "Trademarks"). The Franchisor has

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applied for registration of certain of these marks in the country of Australia in which the Territory (hereinafter defined) is situated. However, the Franchisor makes no representation as to the registerability of any of the Trademarks on the Registrar of Trademarks or the exclusivity of any of the Trademarks in that country, it being understood that the said Trademarks are not the essence of this Agreement.

Weight Watchers Classes are conducted by lecturers who are specially trained in the use of the Franchisor's unique methods. These methods and the products and services marketed by the Franchisor are very closely identified by the public with the Franchisor. This identification has been attained as a result of extensive expenditures of time, effort and money by the Franchisor to develop the techniques, a manner of presentation of the program, and the Trademarks. These in turn have attained great value for the goodwill they represent and for their widespread acceptance by the public which has developed great confidence in the Franchisor. This confidence results from the effectiveness of, and high standards utilized in, the Franchisor's program, and will inure to the benefit of the Franchisee.

In addition to, and separate and distinct from the Weight Watchers Class operations, the Franchisor (i) markets specially prepared foods, literature and materials which facilitate adherence to the Franchisor's weight reduction program;

(ii) publishes a unique magazine which is of special interest to people concerned with weight control; and (iii) is continually engaged in investigating and developing various business activities which are uniquely designed to enable people to enjoy normal activities while fully adhering to the aforesaid program.

Pursuant to an Agreement among them dated March 12, 1969 (hereinafter called the "Prior Agreement"), the Assignor heretofore obtained, and the Franchisor granted to the Assignor certain rights and privileges with respect to the aforesaid trade secrets, techniques and unique program and the use of certain of the Trademarks in connection with the operation by the Assignor of Weight Watchers Classes. 10

The Assignor wishes to assign the aforesaid rights and privileges to the Franchisee, which will operate the business franchised pursuant to the aforesaid Agreement, and the Franchisor wishes to consent to such assignment pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANT OF FRANCHISE. 20

1.1 The Franchisor and the Assignor hereby cancel the Prior Agreement which shall hereafter be of no further force or effect and upon the terms and conditions herein set forth, the Franchisor hereby grants to the Franchisee a nontransferable, and non-assignable franchise to use the Trademarks and

the trade secrets and techniques developed by the Franchisor in connection with the operation by the Franchisee of Weight Watchers Classes presenting the Franchisor's unique weight reduction and weight control program. Such classes shall be conducted by the Franchisee only at locations within the geographical area described in Exhibit A annexed hereto (hereinafter called the "Territory"). So long as this Agreement shall remain in effect, the Franchisor will not conduct Weight Watchers Classes within the Territory and will not give anyone other than the Franchisee the right to do so. However, the Franchisor specifically reserves the right to conduct all and any activities within the Territory other than the conduct of Weight Watchers Classes. 10

1.2 The Franchise granted hereunder is limited to the operation of Weight Watchers Classes. The Franchisee has no right to use any of the Trademarks, trade secrets, methods or techniques for any other purpose whatsoever or to grant sub-franchises or sub-licenses hereunder.

1.3 Franchise Profit Sharing Fund. The Franchisee shall not sell, or have any direct or indirect interest in any business entity which sells, any product or service sold by the Franchisor. The best efforts of the Franchisee will be exercised to promote and publicise the sale of such products and services by the Franchisor. In consideration therefor, the Franchisor will establish a Franchisee Profit Sharing Fund in 20

which the Franchisee will share as hereinafter set forth.

1.3.1 Commencing with the six month period ending on March 31, 1970 and for each six month period ending on September 30th and March 31st of each year thereafter (each of the aforesaid periods being hereinafter called a "Plan Period"), the Franchisor shall set aside, a fund (herein called the "Franchisee Profit Sharing Fund") for payment to its franchisees, a sum equal to ten percent of its Related Business Income in respect of such Plan Period.

1.3.2 For the purposes hereof, the term "Related Business Income" shall mean that portion of the income, before federal income taxes, earned by the Franchisor, which is derived from (i) each business activity in which the Franchisor is engaged, or in which the Franchisor has a business interest, which activity is designed to encourage or facilitate the adherence by Members to the Weight Watchers weight reduction program (for example, the term "Related Business Income" shall include, without limitation, royalties from the sale of the Weight Watchers Cook Book and from the sale of frozen dinners, artificial sweeteners, powdered non-fat skimmed milk, and other powdered foods), and (ii) any sale of all or part of the mailing list owned by the Franchisor, which contains the names and addresses of Members and former Members. 10 20

1.3.3 Related Business Income shall not include any income earned by the Franchisor from:

- (i) its operation of Weight Watchers Classes;
- (ii) its investment in the Weight Watchers Magazine operations;
- (iii) payments received from its franchisees which are in the nature of the payments described in paragraph 4 hereof;
- (iv) payments described in Section 9 hereof, received from its franchisees, except to the extent that such payments are made in respect of such items which franchisees do not normally resell at a profit or on a commission or some other similar basis; or
- (v) its direct or indirect investment in any real property, whether or not there is conducted, upon or in such real property, any business activity which is designed to encourage or facilitate the adherence by Members to the Weight Watchers weight reduction program.

1.3.4 On or before the first day of the fifth month following each Plan Period the Franchisee shall be entitled to receive from the Franchisor payment in full of the Franchisee's share of the Franchise Profit Sharing Fund accrued in respect of such Plan Period.

1.3.5 Such share shall be computed by multiplying the full amount of the Franchise Profit Sharing Fund accrued in respect of such Plan Period, by a fraction, the numerator of which is a sum equal to the Membership Income of the Franchisee

for such Plan Period, and the denominator of which is a sum equal to the Membership Income of all of the franchisees of the Franchisor for such Plan Period who are entitled to share in such Fund. Membership Income means the aggregate amount earned by the Franchisor in respect of amounts described in clause (a) of Section 4.2 hereof.

1.3.6 All computations and determinations which are required pursuant to this Section 1.3 shall be made by the Franchisor's then regularly engaged independent auditors, whose computations and determinations shall be made in accordance with generally accepted accounting principles, consistently applied, and shall be final and binding upon the parties hereto. 10

1.3.7 In addition to any other rights which the Franchisee may lose hereunder, if the Franchisee shall fail to make timely payment to the Franchisor of any amount which the Franchisor is entitled to receive from the Franchisee and such payment is not received by the Franchisor before the 30th day after it becomes due, or, if, the Franchisee shall have violated any of the terms or conditions of this Agreement, including, without limitation, the failure to abide by the "Licensee Rules and Regulations" promulgated by the Franchisor, then the Franchisor shall forfeit the right to receive any unpaid portion of the Franchisee Profit Sharing Fund in respect of the Plan Period during which such failure occurs or continues. 20

If, thereafter, the Franchisee shall make payment in full of all amounts so owing, the Franchisee shall become eligible again to receive the Franchisee's share of the Franchisee Profit Sharing Fund in respect of future Plan Periods commencing with the Plan Period immediately following the one during which such payment occurs.

2. TERM AND RENEWALS.

Unless sooner terminated as herein provided, this Agreement shall be for a term of three years from the date hereof and shall be renewable for additional one-year terms, without any charge for such renewal, upon the Franchisee giving the Franchisor notice of renewal not more than 60 nor less than 30 days prior to the termination of the then current term of this Agreement. Provided, however, that in no event shall the Franchisee be required to give any such notice unless at least sixty days prior to the end of such term, or any renewal thereof, the Franchisor shall have given the Franchisee a notice containing a request for a renewal notice from the Franchisee. If the Franchisor shall fail to give such notice to the Franchisee, the term of this Agreement shall be deemed to be renewed automatically for the following one year period.

3. RELATIONSHIP

The Franchisor and the Franchisee intend by this Agreement to establish the relationship of franchisor and franchisee, and it is not the intention of either party to undertake a joint

venture or to make the Franchisee in any sense an agent of the Franchisor. The Franchisee has no authority to create or assume in the name or on behalf of the Franchisor, any obligation, whether express or implied, nor to act or purport to act as the agent or legally empowered representative of the Franchisor for any purpose whatsoever.

4. CONSIDERATION FOR
GRANT OF FRANCHISE

In consideration for the franchise granted hereby, the Franchisee shall pay to the Franchisor:-

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4.1 The sum of \$3,080 which shall be payable at the principle office of the Franchisor in 22 consecutive monthly instalments of \$140 each, on the first day of each month, commencing with the month of July, 1969, and

4.2 Ten percent of the gross amount received each month by the Franchisee consisting of (a) registration fees and attendance fees paid by Members attending Weight Watchers Classes conducted by the Franchisee, (b) payments received by the Franchisee for public appearances except such payments which are donated by the Franchisee to an organisation described in Section 170 of the Internal Revenue Code of 1954, as amended, and (c) any other amount received by the Franchisee in connection with the business franchised hereunder, except for proceeds from the sale of any products sold to the Franchisee by the Franchisor. Each such payment will be made at the

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principal office of the Franchisor no later than ten days after the last day of the month with respect to which such payment is required to be made.

4.3 The Franchisee shall remit all payments required by the terms of this Agreement in the currency of the Territory wherein the franchise is located or in United States currency at the option of the Franchisor, provided, however, that where the Franchisor has not selected a currency, then such remittance shall be made in United States currency.

4.4 In the event the Franchisee is unable to remit payment as herein required because of the operation of local law, including, but not limited to currency regulations of the Territory wherein the franchise is located, then the Franchisee shall deposit such payment in a segregated account for the exclusive and sole use and benefit of the Franchisor, albeit trust or escrow or other account. Such deposits shall be made on the same date that the Franchisee would be required to make payment to the Franchisor but for the reason preventing remittance. Proof of such deposits shall be made at the principal office of the Franchisor ten (10) days thereafter or such other office as the Franchisor may hereafter designate in writing to the Franchisee. 10 20

4.5 All payments or deposits required by the terms of this Agreement shall be made at the official rate of exchange existing on the last day of the month with respect to which

such payment is required to be made.

4.6 In the event the government, governments, or duly constituted authority over the Territory wherein the franchise is located shall impose an income tax or taxes upon the payments to be made to the Franchisor pursuant to the terms of this Agreement and the Franchisee is required to withhold such taxes, then and in that event, the Franchisee shall withhold and pay such taxes out of the monies to be paid to the Franchisor as aforesaid and, the Franchisee shall obtain from the government, governments or duly constituted authority imposing such taxes a receipt evidencing payment of such taxes, and remit same to the Franchisor on the same date payment is required to be made. Franchisee shall be under no liability to the Franchisor in respect of taxes so withheld and paid. Any and all other taxes, duties and/or charges which may be imposed shall be paid by the Franchisee. 10

5. TRADEMARKS.

5.1 The Franchisee recognises the validity, originality, value, goodwill, and the sole ownership by the Franchisor, of the Trademarks and of the methods, systems, ideas and program now or hereafter used, owned or developed by the Franchisor, and the Franchisee agrees not to contest the validity, ownership or title of any of them, or of the Franchisor's right to restrict or restrain their use in any manner consistent with this Agreement, during or subsequent to the life of this Agreement. 20

5.2 The Franchisee agrees to use the Trademarks in connection with the conduct of the business with respect to which the franchise hereunder is being granted.

5.3 The Franchisee will not use, print or authorise the printing of any literature or material of any kind containing the Trademarks except, in each instance, with the Franchisor's written permission.

5.4 Upon termination of this Agreement the Franchisee will discontinue immediately all use of the Trademarks, whether as trademarks applied to articles of commerce, or service marks 10 or as a corporate title, trading name, or in any other fashion whatsoever, or of any trade names, service marks, symbols, words or devices confusingly similar to such Trademarks or any translation of any of the foregoing in any language. This covenant shall survive the termination of this Agreement.

5.5 If the Franchisee shall acquire any right, title or interest in or to any of the Trademarks, whether as trademarks or service marks in respect of any goods or services whatsoever, or as a corporate name or trade name, or of any trade names, trademarks, service marks, words, symbols or devices 20 confusingly similar to such Trademarks or any translation of any of the foregoing in any language, the Franchisee agrees that it shall either assign each such right, title or interest if possible so to do, to the Franchisor or its nominee, or cancel them if recorded, or voluntarily abandon such right,

title or interest in favour of the Franchisor or its nominee, all at the sole discretion of the Franchisor. This covenant shall survive the termination of this Agreement.

5.6 The parties agree to execute and deliver any and all further documents which may be necessary, from time to time, to preserve and extend any Trademark rights herein specified, including, without limitation, a Registered User Agreement which may be required to effect the Registered User Recordal. It is understood and agreed that the Registered User Entry shall be cancelled upon termination of this Agreement or modified upon termination of this Agreement as to any of the parties to this Agreement, if necessary, and the Franchisor is hereby authorised and empowered to apply separately, and without the concurrence of all or any of the parties to this Agreement for a cancellation or modification of the Registered User Entry. 10

6. UNIFORM STANDARDS OF OPERATION.

In order to maintain uniform standards of operation which are essential for the protection of: (i) the goodwill of the entire Weight Watchers Organization, consisting of the Franchisor and all of its franchisees, (ii) the value of any of the Trademarks, and (iii) the members of the public who become Members of Weight Watchers, the Franchisee will comply with all of the conditions set forth in this Section 6. 20

6.1 Only the unique program and techniques developed by

the Franchisor to help people lose and control weight shall be presented in Weight Watchers Classes conducted by the Franchisee.

6.2 Such presentation shall be made strictly in accordance with the Licensee Rules and Regulations which are promulgated from time to time by the Franchisor. Wherever the term "Licensee Rules and Regulations" is used in this Agreement it shall mean the manual of rules and regulations published by the Franchisor as that manual may from time to time be amended or modified by the Franchisor.

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6.3 The Franchisee shall not represent itself, directly or indirectly, to be an authority in the field of medicine or nutrition nor shall the Franchisee give any medical or nutritional advice or aid, and shall only disseminate information about the Weight Watchers program, and menus, recipes and other information which conform to the program.

6.4 No products or services shall be sold, offered for sale, or distributed without charge, in Weight Watchers Classes operated by the Franchisee other than products or services which are substantially similar to those which are sold, offered for sale, or distributed without charge, in Weight Watchers Classes operated by the Franchisor. All such products and services shall conform to minimum standards of quality and uniformity established by the Franchisor for the entire Weight Watchers Organisation.

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6.5 The Franchisee shall utilize only the Lecturers' Manual and the Clerks' and Weighers' Manual published by the Franchisor for the guidance of the employees of the Franchisee; provided, however, that any other manual may be so used if the Franchisor determines that such manual conforms to the Weight Watchers program and is substantially as effective for its purposes as the manuals published by the Franchisor. Any such determination shall be set forth in a notice to the Franchisee from the Franchisor.

6.6 Weight Watchers signs, which are uniform as to style and color, shall be prominently displayed on the doors and windows of all Weight Watchers Classrooms. 10

6.7 All materials distributed in, or in connection with, Weight Watchers Classes shall have imprinted thereon such trademarks of the Franchisor as the Franchisor shall designate.

6.8 No advertising or promotional materials or methods shall be used, and no news letters shall be distributed, by the Franchisee, unless they are first approved in writing by the Franchisor.

6.9 The Franchisee shall cause each of the employees of the Franchisee (i) to be given the special training prescribed in the Licensee Rules and Regulations, and (ii) to execute non-competition agreements in the form set forth in such manual. 20

6.10 The Franchisee shall issue a Membership Attendance Book which has been prenumbered by the Franchisor, to each

Member who joins a Weight Watchers Class conducted by the Franchisee, and shall follow the uniform attendance system set forth in the Licensee Rules and Regulations. The Franchisee shall immediately notify the Franchisor in writing of the name and address of each new Member. It is clearly understood and agreed that this system is essential, inter alia (i) to enable the Weight Watchers Organization to develop valuable statistics, and (ii) to effectively conduct the Lifetime Membership program offered to the public by the Weight Watchers Organization.

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6.11 The Franchisee shall maintain a uniform system of bookkeeping records and submit to the Franchisor uniform reports and financial statements, all in the manner set forth in the aforesaid Licensee Rules and Regulations.

6.12 The Franchisee shall permit representatives of the Franchisor, at reasonable times and intervals, to enter upon the premises of the Franchisee and to perform inspections and examinations of the Franchisee's operations and records to determine whether the Franchisee has complied with the terms and conditions of this Agreement.

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6.13 The Franchisee shall comply fully with all federal, state and local laws to which the Franchisee and the business of the Franchisee are subject and all regulations promulgated under such laws. Upon request by the Franchisor, the Franchisee shall furnish to the Franchisor proof of such compliance

and copies of any tax returns, registrations, applications, licenses or other documents of the Franchisee so requested.

6.14 The Franchisee shall supervise the business franchised hereunder by appointing as Managing Director a person who owns in the aggregate beneficially and of record at least 30% of the issued and outstanding capital stock of the Franchisee which capital stock shall be entitled to elect 50% of the Board of Directors of the Franchisee, who has completed the training program for franchisees conducted by the Franchisor in New York City and who the Franchisor, in good faith, 10 considers to be a person to whom the Franchisor would have granted a franchise had such person independently applied therefor to the Franchisor. Such Managing Director shall be designated in writing by the Franchisor and Franchisee. Upon such designation, such Managing Director shall personally supervise the operations of the business franchised hereunder and shall devote full time to such supervision. Such Managing Director will be required to execute Agreements containing the provisions included in Exhibit B to this Agreement and which shall be drawn to be enforceable under the laws of the country 20 of Australia. The failure of the Franchisee to appoint such a Managing Director within three months after the effective date of this Agreement, or the failure to have any Managing Director for any three-month period thereafter, shall cause this Agreement to terminate.

6.15 The personal weight of each employee of the Franchisee who comes in contact with the public on behalf of the Franchisee, including, without limitation, the Managing Director, each lecturer, weigher, clerk, supervisor and training director, shall not exceed two pounds more than the "goal weight" as prescribed for such employee by the Weight Watchers Organization, for more than 14 consecutive days.

7. MINIMUM BUSINESS REQUIREMENTS.

7.1 By no later than November 1, 1970 and at all times thereafter, until and including October 31, 1971, the Franchisee shall have at least 1,000 paying Members in good standing enrolled in and attending Weight Watchers Classes conducted by the Franchisee. By no later than November 1, 1971 and thereafter, the number of such Members shall be at least 1,500. 10

7.2 If the number of such Members who attend such classes shall fall below the minimum attendance figures set forth above during the periods indicated and shall remain below such figures for eight consecutive weeks, then within a reasonable period after the eighth such week, the Managing Director of the Franchisee shall attend a special refresher course, dealing with the proper conduct of a Weight Watchers franchise, offered by the Franchisor at its training school in the State of New York. 20

7.3 In addition to offering such refresher course, the Franchisor shall confer at the principal office of the

Franchisor with the Franchisee for the purpose of analyzing the Franchisee's operations, and the Franchisor shall offer the Franchisee guidance to assist the Franchisee in improving the operations of the Franchisee in order to meet the aforesaid minimum business requirements.

7.4 If, after such conference, the Franchisor shall in good faith determine that it is necessary, the Franchisee shall cause the employees of the Franchisee who are designated by the Franchisor, to attend a refresher course in the training school conducted by the Franchisor for the purpose of improving the work techniques and performance of such employees. 10

7.5 All travelling costs and living expenses incurred by the Franchisee and the employees of the Franchisee in attending aforesaid courses shall be borne by the Franchisee.

7.6 If the Franchisee shall fail to meet the aforesaid minimum business requirements for any four-week period after the expiration of the fourth calendar month following the month during which the Managing Director of Franchisee and the employees of the Franchisee (if such employees shall be required hereunder to attend a refresher course) shall have completed the aforesaid training, the Franchisor shall have the right to terminate this Agreement by giving the Franchisee ten days notice of such termination. 20

7.7 If the Managing Director of Franchisee shall fail to attend the entire aforesaid refresher course or shall fail to

cause the aforesaid employees to attend the entire aforesaid course for such employees, then the Franchisor shall have the right to terminate this Agreement by giving the Franchisee ten days notice of such termination.

8. ARBITRATION.

8.1 Except with respect to any determination of the Franchisor's right to injunctive relief pursuant to Section 20, any controversy or claim between the Franchisor and the Franchisee arising out of, in connection with, or relating to, this Agreement or the breach or performance thereof, shall be determined 10 by arbitration before a panel of three arbitrators in the City of New York, pursuant to the rules, then obtaining, of the American Arbitration Association and the laws of the State of New York. Each of such arbitrators must have been a bona fide member of Weight Watchers before such controversy or claim shall have arisen. Each of them shall be admitted to practice law in the State of New York. The Franchisor and the Franchisee, who shall share equally the full cost of such arbitration, shall each choose one of the arbitrators. The two arbitrators so chosen shall choose the third arbitrator. 20

8.2 Any dispute between the Franchisee and any other franchisee of the Franchisor shall be settled by arbitration before a panel of three arbitrators pursuant to the rules, then obtaining, of the American Arbitration Association. The arbitrators shall be designated by the Franchisee's Advisory

Council from among their number. The Franchisees' Advisory Council is a body elected by all of the franchisees of the Franchisor. If the Franchisees' Advisory Council shall fail to select such arbitrators, then each of the disputing Franchisees shall select one arbitrator and each of the arbitrators so selected shall select a third Arbitrator. Each of the arbitrators so selected must have been a bona fide member of Weight Watchers before such controversy or claim shall have arisen and each of them shall be admitted to practice law in the State of New York. The disputing parties shall share equally the full cost of such arbitration. 10

8.3 Any decision rendered by the arbitrators shall be final and binding, and judgment may be entered thereon in any court having jurisdiction.

9. PAYMENT FOR PURCHASES.

Payment for any products, items, articles, commodities, publications, literature, correspondence, periodicals, or other merchandise purchased by the Franchisee from the Franchisor shall be made by the Franchisee in accordance with the terms and conditions set forth on each invoice therefor. 20

10. INSURANCE

Before the Franchisee commences business operations, the Franchisee shall submit to the Franchisor proof, in form and substance satisfactory to the Franchisor, that the Franchisee has purchased comprehensive liability insurance in an amount

not less than \$1,000,000/\$3,000,000 for personal injury and \$50,000 for property damage for occurrences related to the business of the Franchisee including, without limitation, the operation of any automobile and Franchisee shall maintain such insurance in full force and effect throughout the term of this Agreement. The policy for such insurance shall name the Franchisor as an insured party as well as the Franchisee and shall require the insurer to give the Franchisor at least 10 days notice of cancellation of such policy. The Franchisee shall submit to the Franchisor proof of renewal of such insurance coverage at least 30 days prior to the expiration of any policy representing such coverage. In addition, the Franchisee shall obtain all other coverage which is necessary to insure the Franchisee against the hazards to which the business of the Franchisee may be exposed. 10

11. MANUALS AND LITERATURE.

Any manuals or other instructional literature obtained by the Franchisee from the Franchisor shall remain the property of the Franchisor and shall be loaned to the Franchisee for limited purposes only. Such items may not be reproduced, in whole or in part, without the written consent of the Franchisor, and nothing therefrom may be disclosed to any person other than to whom such disclosure is authorized by the Franchisor. Such items are to be returned to the Franchisor upon request and, in any event, upon completion of the use for which they are loaned. 20

12. FRANCHISOR'S RIGHT TO TERMINATE

12.1 In addition to any other circumstances described herein, which give the Franchisor the right to terminate this Agreement, this Agreement may be terminated and the franchise hereunder cancelled by the Franchisor at any time if the Franchisee:

- (a) Becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, is dispossessed for non payment of rent, or a judgment is entered against the Franchisee which is not appealed within the time in which an appeal may be taken and remains unpaid or unsatisfied for 30 days after such judgment is entered. 10
- (b) Is convicted of a crime involving moral turpitude.
- (c) Fails to correct a breach of the Licensee Rules and Regulations, or any of the terms or conditions of this Agreement within 30 days after notice from the Franchisor setting forth the details of the breach thereof.

12.2 If any event set forth in paragraph 12.1 occurs, the Franchisor shall have the right to terminate this Agreement by giving the Franchisee 30 days' notice of such termination. 20

12.3 Upon termination of this Agreement for any cause whatsoever, including, without limitation, the failure of the parties to renew this Agreement upon its expiration, the Franchisee immediately shall cease to use the Trademarks or

to continue the business franchised hereunder, and the Franchisee shall not thereafter utilize any feature of the business of the Weight Watchers Organisation or of its unique program for any purpose whatsoever.

12.4 Upon termination of this Agreement, for any reason whatsoever, the Franchisee:

(a) promptly shall cease in any way to use the words "Weight Watchers", the initials "WW" or any words or initials which are in any way similar to the foregoing or can, in any way, be confused therewith; and

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(b) shall not represent to anyone that the Franchisee is in any way connected with the Franchisor.

13. ADDITIONAL SERVICES TO BE
RENDERED BY THE FRANCHISOR

In addition to any other obligation of the Franchisor set forth in this Agreement, the Franchisor shall:

(a) Exercise its best efforts to protect the Trademarks by, whenever practicable, taking the necessary steps to register the Trademarks, or any of them, with the proper governmental authorities and, when it considers it advisable, will institute legal proceedings to enjoin any action which it regards as an infringement of the Trademarks.

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(b) Lend to the Franchisee one copy of each manual, item of instructional material and other literature published by the Franchisor for the purpose of guiding the

Franchisee in the operation of the franchised business.

(c) Furnish to the Franchisee a copy of each Weight Watchers diet, recipe and menu developed or approved by the Franchisor for introduction in Weight Watchers Classes.

(d) Refer to the Franchisee all applications or requests for membership received by the Franchisor from persons who reside in the Territory.

(e) Review and comment upon and, if possible, make suggestions with respect to, all proposed advertising materials submitted by the Franchisee.

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(f) Upon reasonable request by the Franchisee, review the operation of the Franchisee's business and offer assistance by way of additional training and instruction at the Franchisor's training school in the State of New York to the Franchisee and employees of the Franchisee.

(g) Permit the Managing Director to attend training sessions equivalent to those held for personnel who conduct Weight Watchers Classes operated by the Franchisor.

(h) Advise the Franchisee of all products and services being offered for sale by the Franchisor and, upon request therefor, furnish to the Franchisee, for distribution to Members attending Weight Watchers Classes conducted by the Franchisee, any literature available which describes such products and services and explains how they may be purchased from the Franchisor by such Members.

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(i) Cause to be prepared, advertising material which conforms to the advertising materials generally used by the Weight Watchers Organization and which can be utilized in the local advertising of the Franchisee, furnish samples of such materials to the Franchisee, and, on receipt of orders from the Franchisee, sell to the Franchisee the materials necessary for the production of such advertisements.

(j) From time to time, conduct advertising and public relations programs on a national and international basis with respect to the activities of the Weight Watchers Organization. 10

(k) Furnish to the Franchisee, free of charge, periodic reports regarding Weight Watchers class attendance and cash receipts based upon membership attendance and other information submitted by the Franchisee which can be processed through the data processing and computer facilities of the Franchisor, and, at a cost equal to the cost thereof to the Franchisor, such additional data processing and computer services which the Franchisee shall request if such services are within the capabilities of the Franchisor's computer system. Nothing contained herein shall require the Franchisor to maintain data processing or computer facilities. 20

14. NON-COMPETITION, ETC.

14.1 During the term of this Agreement the Franchisee shall not, directly or indirectly, enter the employment of, render services to, or acquire any interest whatsoever, whether as an individual proprietor, partner, associate, shareholder, officer, director, consultant, trustee, or otherwise, in any person, partnership, association, corporation, or other entity which is engaged in a business which in any way competes with, or duplicates any of the methods of, the Weight Watchers Organization.

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14.2 At no time during the term of this Agreement:

(a) or thereafter shall the Franchisee communicate or divulge to, or use for the benefit of, any other person, partnership, association, corporation, or other entity, any information or knowledge concerning the techniques or business methods used or employed by the Weight Watchers Organization which may be communicated to the Franchisee or which the Franchisee may acquire in the course of operating under the terms of this Agreement, nor will the Franchisee perform any act which is prejudicial or injurious to the business or goodwill of the Weight Watchers Organization.

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(b) or during the year following its termination, shall the Franchisee employ or seek to employ any person who is employed by the Weight Watchers Organization or induce

any such person to leave his or her employment without the consent of such person's employer.

14.3 If this Agreement is terminated for any cause whatsoever, then, the Franchisee will not, for a period of one year thereafter, directly or indirectly, enter the employment of, render services to, or acquire any interest whatsoever, whether as an individual proprietor, partner, associate, shareholder, officer, director, consultant, trustee, or otherwise, in, any person, partnership, association, corporation, trust or other entity which is engaged in a business which is the same as or substantially similar to the business franchised hereunder or which duplicates any of the Weight Watchers methods and is conducted at any location which is within 25 miles of the location of any Weight Watchers Class then being conducted by the Weight Watchers Organization. 10

14.4 For a period of 365 days after the termination of this Agreement, the Franchisee will not, directly or indirectly, divert or attempt to divert any Members from their membership in Weight Watchers or their regular attendance at Weight Watchers Classes. 20

15. MERGER OR CONSOLIDATION
OF FRANCHISOR.

This Agreement shall inure to the benefit of any entity which succeeds to the business of the Franchisor by merger or consolidation.

16. TRANSFER OF SHARES BY SHAREHOLDERS.

16.1 The Shareholders (meaning the Shareholders on the date of this Agreement) shall have the right to make inter vivos or testamentary transfers of shares of the capital stock of the Franchisee, and the Shareholders or their legal representatives, acting together, shall have the right to cause this Franchisee to issue shares, to any person who is a spouse, child, grandchild or parent of such Shareholder, or to any trust for the exclusive benefit of any of the foregoing persons, or to any employee of the Franchisee provided that:

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(a) The number of shares so transferred and issued, when added to the number of all other shares at any time so transferred by all of the Shareholders and issued by the Franchisee, does not represent more than 49% of the shares having voting rights of the Franchisee.

(b) With the exception of anyone who is either a spouse, child, grandchild or parent of a Shareholder, the aggregate number of persons to whom such shares may be so transferred by all of the Shareholders and/or issued shall not exceed five.

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(c) Each person to whom such shares are transferred or issued shall execute an agreement, a copy of which shall be sent to the Franchisor, which shall provide as follows:

"In consideration of my becoming a stockholder in Narich Proprietary Limited, I agree that:

1. All shares of (above) owned by me shall, for the purposes of that certain Franchise Agreement dated , 19 , between Weight Watchers International, Inc., and (above), be deemed to be owned by (the name of the Shareholder making the transfer to the transferee or the name of the Franchisee if such Shareholder died and was survived by another Shareholder).

2. As long as I am a Stockholder of such corporation and for a period of one year after the sale, transfer, or assignment by me of my stock in such corporation I will not be associated directly or indirectly as employee, proprietor, stockholder, partner, agent, or officer in the operation of any business competitive with Weight Watchers International, Inc., within (a) the 'Territory', as such term is defined in the aforesaid Franchise Agreement, or (b) any city in which Weight Watchers International, Inc., or any of its franchisees operate. Clauses (a) and (b) are distinct and severable. I consent to the issuance of an injunction enjoining the operation of a competitive business in violation of the terms of this agreement. As long as I am a stockholder in (above), and for a period of two years after I cease, for

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any reason whatsoever, to be such a stockholder, I will not divulge any date, customer or employee names or addresses, techniques, methods, advertising materials, or other information, of whatever kind, used in connection with the business of (above). I will not sell, transfer, or assign by way of gift or otherwise my stock in (above) unless I obtain from the prospective transferee or assignee an agreement in writing containing the terms of this agreement. A copy of such agreement executed by the prospective transferee or assignee of my stock shall be submitted to Weight Watchers International, Inc., before I transfer or assign my stock in such corporation." 10

(d) Any certificate issued with respect to shares of the capital stock of such corporation shall bear the following legend:

"The shares of capital stock represented by this certificate are subject to the terms and conditions set forth in an agreement dated _____, 19 ____ 20 between the Company and Weight Watchers International, Inc., a copy of which is on file in the principal office of the Company."

16.2 During January of each year, the Franchisee shall furnish to the Franchisor a list setting forth the name and

address of each shareholder of the Franchisee and the number of shares owned by him.

17. SALE OR OTHER TRANSFER
OF THE FRANCHISED BUSINESS.

17.1 The Shareholders or the legal representatives of the last surviving Shareholder, if such last surviving Shareholder dies or becomes legally incompetent, shall have the right to transfer and convey all, but not less than all, of the issued and outstanding shares of the capital stock of the Franchisee to any person or to a group of no more than five persons if, (i) prior to such transfer, each person to whom such transfer and conveyance is made, shall have completed the training program for franchisees offered by the Franchisor in its training school in the State of New York or at any other location where the Franchisor shall regularly conduct a training school, (ii) at least a majority of such persons shall be persons who, the Franchisor, in good faith, considers to be persons to whom the Franchisor would have granted a franchise if the persons comprising such majority had independently applied therefor to the Franchisor, (iii) each person to whom such transfer and conveyance is made enters into a written agreement with the Franchisor which is substantially identical to this Agreement, adjusted only to reflect the fact of such transfer and conveyance, to eliminate any provision of this Agreement which is not applicable under the circumstances

(such as the provisions set forth in section 4.1), (iv) none of such persons is, or has any interest in, another franchise of the Franchisor, except if the franchised territory is contiguous to the Territory and (v) the purchase price, if any, payable to the Shareholders in respect of such transfer and conveyance, must be paid in full no later than three years after the date on which the agreement with respect to such transfer and conveyance is actually signed (hereinafter called the "signature date"); provided however, that if 25% or more of such purchase price is paid on the signature date, 10 then and in that event the balance of such purchase price is paid in full no later than five years after the signature date. It is understood and agreed that the foregoing conditions are necessary in order to insure the continued operation of the business franchised hereunder in accordance with the standards which are sought to be maintained by the entire Weight Watchers Organization. In the event a potential purchaser of the stock of Franchisee wishes to use a corporation to purchase such stock, Franchisor will consent to the purchase by a corporation provided (a) the corporation is owned by not more than 20 5 shareholders who fulfil the requirements set forth in (i), (ii) and (iii) above and (b) the purchase price is paid in accordance with (v) above and (c) the stockholders of the acquiring corporation enter into an agreement for the benefit of Franchisor which cannot be waived or modified without the

written consent of Franchisor that the stock of the acquiring corporation cannot be transferred or conveyed except to an existing shareholder of the acquiring corporation or redeemed by the acquiring corporation and (d) neither the acquiring corporation nor any affiliate of the acquiring corporation (as that term is defined in the United States Investment Company Act of 1940) is engaged otherwise in the field of weight control or any other field that is inconsistent with the philosophy of weight loss and weight control of the Weight Watchers Organization.

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17.2 If such a transfer and conveyance is not completed within six months after the date of death or adjudication of competence of such last surviving Shareholder, this Agreement shall terminate.

17.3 Nothing contained in this Section 17 shall prevent any transfer and conveyance to a Shareholder of any shares of capital stock of the Franchisee which are owned by any other person.

17.4.1 In order to provide for the orderly and expeditious exercise by the Franchisee, the Shareholders or the legal representatives of the Shareholders of any right under Section 17.1, the Franchisee and Shareholders shall have the right, during the lifetime of the Shareholder, to require the Franchisor to train and determine the acceptability as a Shareholder of any potential transferee or transferees of the

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business franchised hereunder or of the shares of capital stock of the Franchisee, by giving a notice to the Franchisor, which notice shall set forth the name and address of each of such potential transferees and shall request the Franchisor to give each of such potential transferees the program of interviews and training then regularly being given by the Franchisor in its franchisee training program.

17.4.2 During the program of interviews and training specified in Section 17.4.1 or upon the completion by each of such potential transferees of such program, the Franchisor shall determine, in good faith, whether or not each of such potential transferees would qualify. Such determination shall be based upon the same standards that would be used by the Franchisor in deciding whether or not to grant a new franchise to an applicant therefor, other than such potential transferee. Such determination shall be set forth in a notice to the Franchisee or Shareholders from the Franchisor. 10

17.4.3 The Franchisee, the Shareholders or the legal representatives of the Shareholders shall have the right to make a transfer pursuant to Section 17.1 to any potential transferee who is so determined to qualify, if at the time of such transfer, such potential transferee: 20

(a) has not been convicted of a crime involving moral turpitude;

(b) does not weigh more than two pounds more than the

"goal weight" prescribed for such potential transferee by the Weight Watchers Organization; and
(c) is able to pay all of his or her debts as they mature.

18. WAIVER OR MODIFICATION

The waiver by any party hereto of any breach by another party of any term or condition hereof shall not be deemed a waiver of any subsequent breach of such term or condition or any other term or condition. No provision of this Agreement shall be deemed to have been waived or modified unless such waiver or modification shall be evidenced by a written instrument which is signed by all of the parties hereto. 10

19. INDEMNITY AND GUARANTY.

The Assignor and Franchisee jointly and severally shall forever indemnify the Franchisor and save the Franchisor harmless from and against any loss, cost or expense whatsoever, including, without limitation, reasonable attorneys' fees and disbursements, arising out of (i) any action, proceeding or claim against the Franchisor resulting from the operation by the Franchisee of the business franchised hereunder, or (ii) the breach by the Franchisee of any of the provisions of this Agreement, or (iii) the grant of rights to the Franchisee pursuant to this Agreement. 20

The Assignor guarantees the full performance by the Franchisee of all of the Franchisee's obligations under this Agreement.

20. INJUNCTION.

The Franchisee recognizes that any Weight Watchers Classes conducted by the Franchisee hereunder are part of a large network of Weight Watchers Classes similarly offering to the public the unique weight reduction and weight control program developed by the Franchisor and hence the failure by the operator of a single Weight Watchers Class to comply with the terms of the agreement between that operator and the Franchisor, pursuant to which such Class is operated, could cause irreparable damage to all other Weight Watchers Classes. Therefore, in the event of a breach or threatened breach, and, if this Agreement has been terminated, the Franchisor shall be entitled to a preliminary order prior to trial of any and all other issues between the parties, whereby the Franchisee shall be enjoined from any continued operation of Weight Watchers Classes, or any other act which is in violation of this Agreement.

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21. NOTICE.

Any notice required or to be given hereunder shall be in writing and shall be either personally served or delivered by registered mail addressed to the party to whom it is directed at the address indicated for such party at the beginning of this Agreement or any other address designated by such party by notice to the other parties hereto. Such notice shall be deemed given on the day it is personally served or two days after the date it is mailed.

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22. SEVERABILITY.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

23. COMPLETE AGREEMENT.

This agreement contains the entire understanding among the parties relating to the subject matter hereof and none of the provisions of this Agreement may be altered, modified or amended in any way except by an instrument in writing signed by all of the parties hereto.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Attest: WEIGHT WATCHERS INTERNATIONAL, INC.
Secretary _____ By: (Sgd.) Robert William Hollweg _____

Attest: ASSIGNOR: FRANCHISE DEVELOPMENTS
Secretary _____ (NEW HEBRIDES) LTD.
By: (Signed) _____

Attest: FRANCHISEE
(Sgd.) Bruce Hocking _____ By: (Sgd.) Nancy Richardson (L.S.) _____
Secretary/Director

(Common Seal of Narich Pty. Limited)

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Exhibit A to Exhibit A of
Franchise Agreement dated
1 June 1969

XHIBIT "A" TO FRANCHISE AGREEMENT DATED JUNE 1, 1969, BETWEEN
EIGHT WATCHERS INTERNATIONAL, INC., AS FRANCHISOR, FRANCHISE
DEVELOPMENTS (NEW HEBRIDES) LIMITED, AS ASSIGNOR AND NARICH
PROPRIETARY LIMITED, AS FRANCHISEE.

The geographical area embraced by the above referred to Franchise
agreement is limited to the confines of the STATES OF NEW SOUTH
WALES AND VICTORIA, in the COUNTRY OF AUSTRALIA, as said States
are constituted on this map (Cleartype 1968 edition). Outlining
is for easy reference purposes only.

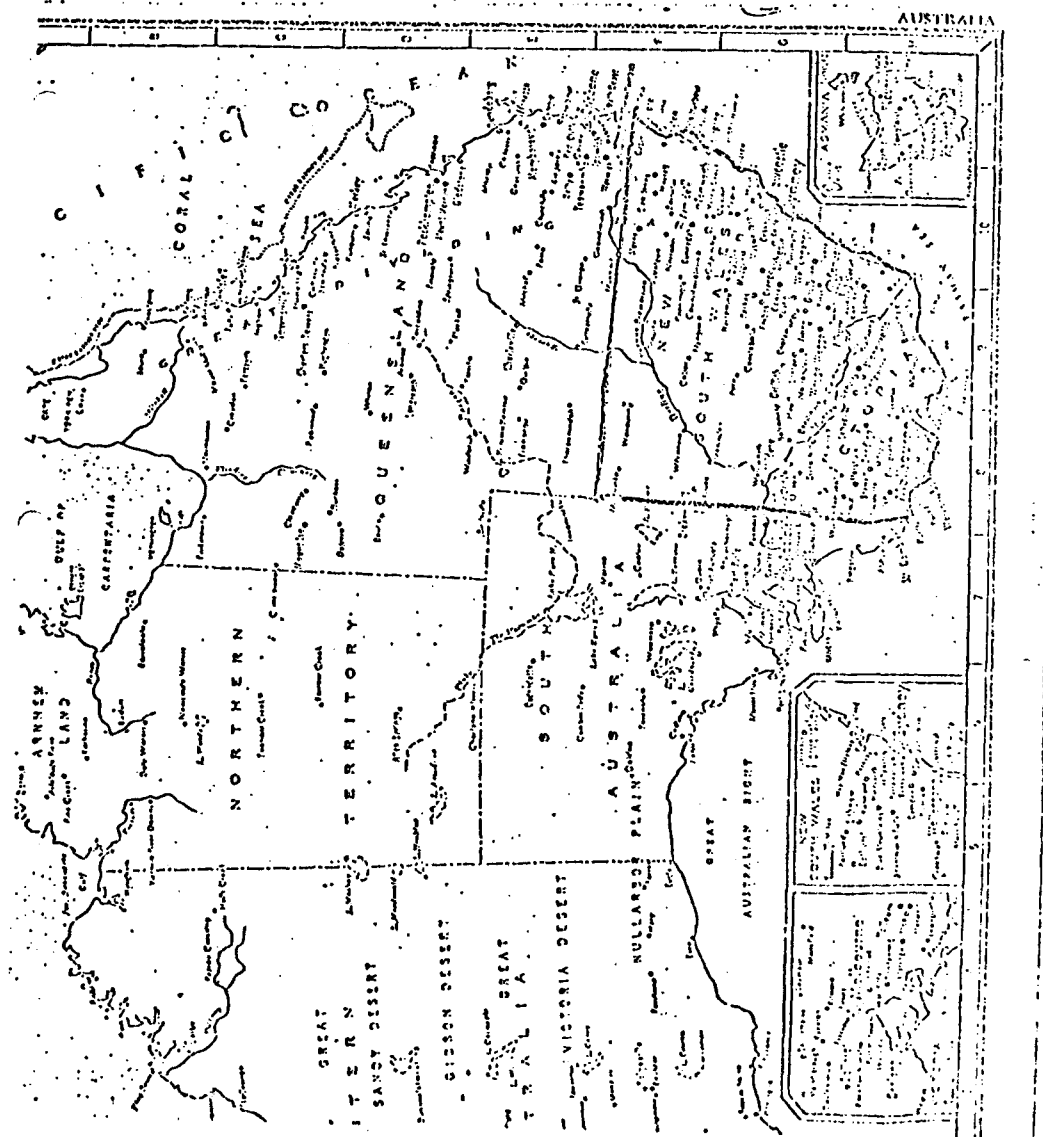


Exhibit A to Exhibit A of
Franchise Agreement dated
1 June 1969

MANAGING DIRECTORS AGREEMENT

AGREEMENT made this _____ day of _____,
19 ____ by and between _____, residing at _____
(hereafter called the "Managing Director"), and
_____, a _____ Company (or
corporation) having its principal place of business, (or
registered office) at _____
(hereinafter called the "Franchisee")
and WEIGHT WATCHERS INTERNATIONAL, INC., having its principal
place of business at 175 East Shore Road, Great Neck, New York 10
11025 (hereinafter called the "Franchisor")

WITNESSETH:

The Franchisor is engaged in, among other things,
the business of helping people to reduce excess weight and to
maintain their weight losses. To do this, the Franchisor and
its franchisees (the former and the latter hereinafter being
collectively referred to as the "Weight Watchers Organization")
conduct classes (hereinafter called "Weight Watchers Classes")
in which people (hereinafter called "Members") are taught how
to change their eating habits. A unique program (hereinafter 20
called the "Program") developed and prescribed by the Franchisor
is presented in a unique manner in these classes.

The Franchisor has developed an extensive network of Weight Watchers Classes throughout the United States of America and in several areas outside of the United States of America. The Franchisor has expended a large amount of time and money to develop very valuable trade secrets and techniques relating to the operation of such classes. Certain of such trade secrets and techniques have been disclosed in confidence by the Franchisor to the Managing Director and others will be disclosed to the Managing Director in the future. Previous to the Managing Director's relationship with the Weight Watchers Organization, the Managing Director had no knowledge of the aforesaid trade secrets, techniques, manner of presenting the program, and confidential information. 10

The Franchisor owns and has registered various trademarks and service marks in the U.S. Patent Office, with many states and in many foreign countries. These registered marks of the Franchisor include, without limitation, "Weight Watchers", the photograph of Jean Nidetch, and the letters "WW" and design (hereinafter called the "Trademarks"). The Franchisor has applied for registration of certain of these marks in the country of Australia. 20

However, it is understood that the said Trademarks are not the essence of this Agreement.

Weight Watchers Classes are conducted by lecturers

who are specially trained in the use of the Franchisor's unique methods. These methods and the products and services marketed by the Franchisor are very closely identified by the public with the Franchisor. This identification has been attained as a result of extensive expenditures of time, effort and money by the Franchisor to develop the techniques, a manner of presentation of the Program, and the Trademarks. These in turn have attained great value for the goodwill they represent and for their widespread acceptance by the public which has developed great confidence in the Franchisor. This confidence results from the effectiveness of, and high standards utilized in, the Franchisor's Program.

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The Franchisor and Franchisee have entered into a certain Franchise Agreement dated _____, 19 _____ hereinafter called the "Franchise Agreement") pursuant to which the Managing Director has been trained by the Franchisor and designated by the Franchisor and Franchisee for the position of Managing Director of the Franchisee:

NOW, THEREFORE, in consideration of the training provided by the Franchisor, this Agreement and other good and valuable consideration, the parties agree as follows:

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1. The Managing Director agrees at all times to maintain to the highest degree the methods, principles, and good will established and developed by the Franchisor,

which are represented and identified with the Franchisor and its Trademarks, all of which have received widespread acceptance by, and confidence from, the public.

2. The term of this Agreement shall be coextensive with the term of the Franchise Agreement, and any extension thereof.

3. The Managing Director recognizes the validity, originality, value, good will, and the sole ownership by the Franchisor, of the Trademarks and of the methods, systems, ideas and programs now or hereafter used, owned or developed 10
by the Franchisor, and the Managing Director agrees not to contest the validity, ownership or title of any of them, or of the Franchisor's and Franchisee's right to restrict or restrain their use in any manner consistent with this Agreement during or subsequent to the life of this Agreement.

4. The Managing Director shall not in any way, directly or indirectly, use the Trademarks except as a Managing Director of the Franchisee.

5. During the term of this Agreement, the Managing Director shall not directly or indirectly, enter the 20
employment of, render services to, or acquire any interest whatsoever, whether as an individual proprietor, partner, associate shareholder, officer, director, consultant, trustee or otherwise, in any person, partnership, association, corporation,

or other entity which is engaged in a business which in any way competes with, or duplicates any of the methods of, the Weight Watchers Organization.

6. At no time during the term of this Agreement or thereafter, shall the Managing Director communicate or divulge to or use for the benefit of, any other person, partnership, association, corporation or other entity, any information or knowledge concerning the techniques or business methods or any trade list used or employed by the Weight Watchers Organization which have been or may be communicated to the Managing Director or which the Managing Director may acquire during the course of or in connection with the operation of the franchised business, nor will the Managing Director perform any act which is prejudicial or injurious to the business or good will of the Weight Watchers Organization. 10

7. At no time during the term of this Agreement or during the year following the termination of this Agreement or the Franchise Agreement, shall the Managing Director employ or seek to employ any person who is employed by the Weight Watchers Organization or induce any such person to leave his or her employment for purposes of competition with the Weight Watchers Organization, without the consent of such person's employer. 20

8. If this Agreement or the Franchise Agreement

is terminated for any reason whatsoever, the Managing Director will not, for a period of one year thereafter, directly or indirectly, enter the employment of, render services to, or acquire any interest whatsoever, whether as an individual proprietor, partner, associate, shareholder, officer, director, consultant, trustee or otherwise in, any person, partnership, association, corporation, trust or other entity which is engaged in a business which is the same as, or is substantially similar to, the business franchised under the Franchise Agreement or which duplicates any of the Weight Watchers methods and is conducted at any location which is in the Territory (as that term is defined in the Franchise Agreement) or within a 50 mile radius thereof.

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9. Excepting the use of any trade list as before provided, for a period of one year after the termination of the Franchise Agreement, the Managing Director will not, directly or indirectly, divert or attempt to divert any Members from their membership in Weight Watchers or their regular attendance at Weight Watchers Classes.

10. Upon termination of this Agreement or the Franchise Agreement, the Managing Director shall cease: (a) all use of the Trademarks, whether as trademarks applied to articles of commerce, or service marks or as a corporate title, trading name, or in any other fashion whatsoever, or of any

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trade names, services marks, symbols, words or devices confusingly similar to such Trademarks or any translation of any of the foregoing in any language and (b) the involvement in the franchised business, and shall not, directly or indirectly, utilize any feature of the Weight Watchers Organization or of its Program for any purpose whatsoever.

11. If any provision or provisions set forth in Sections 5, 6, 7, 8, 9 or 10 shall be held to be unenforceable by a Court of competent jurisdiction, then such provision or provisions shall be deemed eliminated or modified to the extent which, in such Court's opinion, it is necessary to make the remainder of each of such Sections enforceable. 10

12. Upon termination of this Agreement for any reason whatsoever, the Franchisor and/or Franchisee shall have the right to require the Managing Director to render services to the Franchisor and/or Franchisee in a consultant capacity for a period not to exceed three years from such termination. If the Franchisor and/or Franchisee elects to exercise such right, it shall do so by giving notice thereof to the Managing Director. In such event the Managing Director will exercise his or her best efforts to give the Franchisor and/or Franchisee the benefit of the knowledge, experience and business contacts of the Managing Director which shall have been developed by the Managing Director in the conduct and management 20

of the business franchised under the Franchise Agreement. The Managing Director shall not be required to devote more than ten hours in any one calendar month to fulfil such obligation to render services as a consultant to the Franchisor and/or Franchisee. Whether such time is used by the Franchisor and/or the Franchisee or not, such Managing Director shall be entitled to receive, as a consultant fee, a sum which shall be no less than $\frac{1}{2}$ of 1% of the average annual compensation received by the Managing Director for the three Computation Years ending on the last day of the month immediately preceding the month during which this Agreement is terminated or such shorter time if three Computation Years shall not then have expired. For the purposes of this paragraph, the term "Computation Years" shall mean a period of 12 consecutive calendar months. As long as such consultant arrangement continues, such Managing Director shall undertake no employment by, or have any interest, direct or indirect, in, any business which is competitive with the Weight Watchers Organization. 10

13. Upon termination of this Agreement or the Franchise Agreement for any reason whatsoever, the Managing Director shall not represent to anyone that he or she is in any way connected with the Weight Watchers Organization. 20

14. If any transaction permitted under Section 17 of the Franchise Agreement shall occur, as a result of

which the Managing Director shall not own any interest in the entity which thereafter operates the franchised business, then the provisions of Sections 7 through 13, inclusive, hereof, shall apply as if this Agreement had terminated upon such occurrence.

15. The Franchisor and/or the Franchisee shall be entitled to an order preliminary enjoining any breach or threatened breach of this Agreement.

16. Any notice required or to be given hereunder shall be in writing and shall be either personally served or delivered by registered mail addressed to the party to whom it is directed at the address indicated for such party at the beginning of this Agreement or any other address designated by such party by notice to the other party hereto. Such notice shall be deemed given on the day it is personally served or two days after the date it is so mailed.

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17. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

18. This Agreement contains the entire understanding among the parties relating to the subject matter hereof and none of the provisions of this Agreement may be altered, modified or amended in any way except by an instrument in writing signed by all of the parties hereto.

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Exhibit B to Exhibit A of
Franchise Agreement dated
1 June 1969

IN WITNESS WHEREOF, the parties have hereunto
set their hands and seals the day and year first above written.

Managing Director

FRANCHISEE:

WEIGHT WATCHERS INTERNATIONAL, INC.

By _____

Exhibit B to Exhibit A of
Franchise Agreement dated
324. 1 June 1969

Exhibit A Agreement dated
9 August 1971 amending
Franchise Agreement dated
1 June 1969

AGREEMENT made this 9th day of August, 1971 by and between WEIGHT WATCHERS INTERNATIONAL, INC., a New York corporation having its principal place of business at 175 East Shore Road, Great Neck, New York (hereinafter called the "Franchisor"), and FRANCHISE DEVELOPMENTS (NEW HEBRIDES) LIMITED, a New Hebridean company having its registered office at Port Vila, New Hebrides, (hereinafter called the "Assignor"), and NARICH PROPRIETARY LIMITED, an Australian company having its principal place of business at 236 Pitt Street, Sydney, Australia, (hereinafter called the "Franchisee").

10

WHEREAS the parties to this agreement entered into a certain Franchise Agreement dated the 1st day of June, 1969 (hereinafter called the "Franchise Agreement").

WHEREAS the parties desire to amend certain portions of the said Franchise Agreement.

NOW, THEREFORE, in consideration of this agreement, and other good and valuable consideration, the parties hereto agree as follows:-

From the date of this Agreement, the Territory as defined in the Franchise Agreement, is hereby enlarged to include the States of South Australia and Tasmania, in the Country of Australia, all other provisions of the Franchise Agreement are to remain

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Exhibit A Agreement dated
9 August 1971 amending
Franchise Agreement dated
1 June 1969

Exhibit A Agreement dated
9 August 1971 amending
Franchise Agreement dated
1 June 1969

the same and in full force in respect of all of the
Territory as now defined.

IN WITNESS WHEREOF, the parties have hereunto set their hands
and seals on the day and year as hereinbefore written.

(Sgd.) Robert William Hollweg

WEIGHT WATCHERS INTERNATIONAL, INC.

Franchise Developments (New Hebrides) Ltd.
by its authorised agent

(Signed)

ASSIGNOR.

(Sgd.) Nancy Richardson
(Sgd.) Bruce Hocking

FRANCHISEE.

Directors

(Common Seal of
Narich Pty.
Limited)

10

Exhibit A Agreement dated
23 September 1971 amending
Franchise Agreement dated
1 June 1969

AGREEMENT made this 23rd day of September, 1971, by and between WEIGHT WATCHERS INTERNATIONAL, INC., a New York corporation, having its principal place of business at 175 East Shore Road, Great Neck, New York (hereinafter called the "Franchisor"), and FRANCHISE DEVELOPMENTS (NEW HEBRIDES) LIMITED, a New Hebridean company having its registered office at Port Vila, New Hebrides (hereinafter called the "Assignor"), and NARICH PROPRIETARY LIMITED, an Australian company having its principal place of business at 236 Pitt Street, Sydney, Australia (hereinafter called the "Franchisee").

10

WHEREAS the parties to this agreement entered into a certain Franchise Agreement dated the 1st day of June, 1969 as amended by separate agreement dated the 9th day of August, 1971 (hereinafter called the "Franchise Agreement").

WHEREAS the parties desire to amend certain portions of the said Franchise Agreement.

NOW THEREFORE, in consideration of this Agreement, and other good and valuable consideration, the parties hereto agree as follows:-

From the date of this agreement, the Territory as defined in the Franchise Agreement is hereby enlarged to include the State of Queensland and the Northern Territory, in the Country of Australia,

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Exhibit A Agreement dated
23 September 1971 amending
Franchise Agreement dated
1 June 1969

Exhibit A Agreement dated
23 September 1971 amending
Franchise Agreement dated
1 June 1969

all other provisions of the Franchise Agreement are
to remain the same and in full force in respect of
all of the Territory as now defined.

IN WITNESS WHEREOF, the parties have hereunto set their hands
AND seals on the day and year first hereinbefore written.

WEIGHT WATCHERS INTERNATIONAL, INC.

(Sgd.) Robert William Hollweg

ASSIGNOR

Franchise Developments (New Hebrides)
Ltd per _____ (Signed) 10

FRANCHISEE

(Common Seal of
Narich Pty. Limited)

(Sgd.) Nancy Richardson
(Sgd.) Bruce Hocking

Directors

328. Exhibit A Agreement dated
23 September 1971 amending
Franchise Agreement dated
1 June 1969

Exhibit A Agreement dated
20 June 1972 amending
Franchise Agreement dated
1 June 1969

AGREEMENT made this 20th day of June, 1972, by and between WEIGHT WATCHERS INTERNATIONAL, INC., a New York corporation having its principal place of business at 175 East Shore Road, Great Neck, New York, (hereinafter called the "Franchisor"), AND FRANCHISE DEVELOPMENTS (NEW HEBRIDES) LIMITED, a New Hebridean company having its registered office in Port Vila, New Hebrides (hereinafter called the "Assignor"), AND NARICH PROPRIETARY LIMITED, an Australian company having its principal place of business at 65 Campbell Street, Sydney, Australia, (hereinafter called the "Franchisee").

10

WHEREAS the parties to this agreement entered into a certain Franchise Agreement dated the 1st day of June, 1969, as amended by separate agreements dated the 9th day of August, 1971 and the 23rd day of September, 1971 (hereinafter called the "Franchise Agreement").

WHEREAS the parties desire to amend certain portions of the said Franchise Agreement.

NOW THEREFORE, in consideration of this agreement, and other good and valuable consideration, the parties hereto agree as follows:-

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From the date of this Agreement, the Territory as defined in the Franchise Agreement, is hereby enlarged to include the State of Western Australia

Exhibit A Agreement dated
20 June 1972 amending
Franchise Agreement dated
1 June 1969

Exhibit A Agreement dated
20 June 1972 amending
Franchise Agreement dated
1 June 1969

and the Australian Capital Territory, in the Country
of Australia, all other provisions of the Franchise
Agreement are to remain the same and in full force
in respect of all of the Territory as now defined.

IN WITNESS WHEREOF, the parties have hereunto set their hands
and seals on the day and year as hereinbefore written.

WEIGHT WATCHERS INTERNATIONAL, INC.

(Sgd.) Robert William Hollweg

ASSIGNOR

Franchise Developments (New Hebrides) Ltd.

(Signed)

10

FRANCHISEE

(Sgd.) Bruce Hocking
(Sgd.) Nancy Richardson

(Common Seal of
Narich Pty. Limited)

330. Exhibit A Agreement dated
20 June 1972 amending
Franchise Agreement dated
1 June 1969

Exhibit A Deed dated 9
August 1971 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty. Limited

DEED made the 9th day of August 1971
BETWEEN FRANCHISE DEVELOPMENTS (NEW HEBRIDES) LIMITED a duly
incorporated company having its registered office at Port Vila
in The New Hebrides (hereinafter called "the Transferor") of
the one part AND NARICH PTY LIMITED a company incorporated in
the State of New South Wales having its registered office at
236 Pitt Street, Sydney (hereinafter called "Narich") of the
other part

WHEREAS on the 13th day of May 1969 the Transferor sold to
Narich certain rights and privileges in respect of a franchise 10
which had been granted to the Transferor by Weight Watchers
International, Inc. of New York (hereinafter called "WWI").

AND WHEREAS the Transferor has since been granted additional
rights and privileges by WWI which entitle the Transferor to
carry on business as Franchisee of WWI in the States of South
Australia and Tasmania, Australia.

AND WHEREAS it had been understood by the Transferor and Narich
that if Narich made a success of operating the Franchise assign-
ed to it on the 13th day of May 1969 the Transferor would
give Narich the opportunity of purchasing from it any other 20
rights and privileges relating to Australia which might be
granted to the Transferor by WWI.

331. Exhibit A Deed dated 9
August 1971 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

Exhibit A Deed dated 9
August 1971 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

AND WHEREAS the Transferor wishes to transfer to Narich and
Narich wishes to buy from the Transferor the right and privi-
lege to carry on business as Franchisee of WWI in the States
of South Australia and Tasmania (hereinafter called the "Rights")

NOW THIS AGREEMENT WITNESSETH as follows:

1. SALE AND PURCHASE OF RIGHTS

In consideration of the sum of £ 80,000 to be paid by Narich
to the Transferor in the manner and at the times hereinafter
specified, the Transferor agrees to sell to Narich and Narich
agrees to buy from the Transferor the whole of the Transferor's 10
estate and interest in and to the Rights.

2. PAYMENT OF PURCHASE PRICE

The said sum of £80,000 shall be paid and satisfied over a
period of Five (5) years from the date hereof by six-monthly
instalments of £8,000, the first of which shall fall due
six months after WWI gives its approval to the assignment of
the Rights.

3. INTEREST

Narich shall pay interest to the Transferor on the purchase
price or on so much thereof as remains unpaid at the rate of 20
Eight Pounds (8) per centum per annum. The interest shall
be paid half-yearly on the dates hereinbefore appointed for

332. Exhibit A Deed dated 9
August 1971 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

Exhibit A Deed dated 9
August 1971 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty. Limited

the payment of instalments of the purchase price.

4. TRANSFEROR'S WARRANTIES

The Transferor warrants as follows:

- (a) That the Rights are referred to in Agreements dated the 14th day of July 1971 and the 9th day of August 1971, true copies of which are attached hereto;
- (b) That the Transferor has neither done nor omitted nothing which could lead to the cancellation of the Rights;
- (c) That the said Rights are valid and in good standing. 10

5. WWI'S RIGHTS IN TRADE SECRETS ETC.

It is acknowledged that all trade secrets, techniques, unique programs and the use of the trademarks to which the Rights relate shall remain the property of WWI and Narich agrees that it shall do all in its power to preserve and protect the interest of WWI in the said trade secrets, techniques and unique programs and in those said Australian trademarks which are now or in the future may become the property of WWI or its nominees. Narich shall enter into all such registered user agreements as may be required by WWI or the Transferor in relation to such trademarks. 20

6. NARICH'S COMPLIANCE WITH FRANCHISE AGREEMENT

Narich shall comply with all of the provisions of any
Exhibit A Deed dated 9
August 1971 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

Exhibit A Deed dated 9
August 1971 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

Franchise Agreement relating to the Rights as from the date on which the Rights are assigned to it by the Transferor and shall indemnify the Transferor against all claims and liabilities arising in consequence of any breach of the provisions thereof.

7. RESTRICTIONS ON SALE ETC.

Narich shall not sell sublicence or otherwise dispose of all or any part of any of its interest in the Rights until such time as it has paid to the Transferor all of the moneys due pursuant to Articles 2 and 3 hereof.

8. RESTRICTIONS ON COMPETITION

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The Transferor agrees that until the purchase price has been paid and for a period of two (2) years thereafter it shall not carry on any business in the States of South Australia or Tasmania in competition with the business carried on in those States by Narich.

9. BREACH

Notwithstanding the provisions of Article 2 hereof, if Narich commits any breach of the provisions of any Franchise Agreement relating to the Rights the Transferor may require Narich to pay to it forthwith the outstanding balance of the purchase price together with all interest which may have accrued thereon.

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10. PAYMENTS

All moneys payable to the Transferor by Narich hereunder shall

Exhibit A Deed dated 9
August 1971 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

be paid to the Transferor in The New Hebrides.

11. ASSIGNMENT OF FRANCHISE

- (a) The Transferor will assign the Rights to Narich as soon as it receives the approval of WWI to the assignment. The Transferor will do all in its power to obtain such written approval.
- (b) If WWI fails to give such written approval by the 31st day of December 1971, either party may terminate this Agreement on giving one (1) week's written notice to the other. On termination all moneys paid by Narich to the Transferor pursuant to this Agreement shall be refunded. 10

12. WAIVER OR MODIFICATION

The waiver by any party hereto or any breach by the other party of any term or condition hereof shall not be deemed a waiver of any subsequent breach of such term or condition or any other term or condition. No provision of this Agreement shall be deemed to have been waived or modified unless such waiver or modification shall be evidenced by a written instrument which is signed by both parties hereto. 20

13. NOTICE

Any notice required or to be given hereunder shall be in writing

Exhibit A Deed dated 9
August 1971 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

and shall be either personally served or delivered by regis-
tered mail addressed to the other party to whom it is directed
at the address indicated for such party at the beginning of
this Agreement or any other address designated by such party
by notice to the other party hereto. Such notice shall be
deemed given on the day it is personally served or five days
after the date it is mailed.

14. SEVERABILITY

The invalidity or unenforceability of any provision of this
Agreement shall not affect the validity or enforceability of
any other provision hereof.

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15. GOVERNING LAW

This Agreement is made in, and shall be interpreted under and
pursuant to the laws of The New Hebrides.

16. COMPLETE AGREEMENT

This Agreement contains the entire understanding among the
parties relating to the subject matter hereof and none of the
provisions of this Agreement may be altered modified or amen-
ded in any way except by an instrument in writing signed by
both parties hereto.

20

336. Exhibit A Deed dated 9
August 1971 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

Exhibit A Deed dated 9
August 1971 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

IN WITNESS WHEREOF, this Agreement has been signed the day
and year first above written.

FRANCHISE DEVELOPMENTS
(NEW HEBRIDES) LIMITED

By its authorised agent
(Signed)

NARICH PTY LIMITED

(Sgd.) Nancy Richardson
(Sgd.) Bruce Hocking

(Common Seal of
Narich Pty Limited)

10

337. Exhibit A Deed dated 9
August 1971 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

Exhibit A Deed dated 23
September 1971 between
Franchise Developments (New
Hebrides) Limited and
Narich Pty Limited

DEED made the 23rd day of September, 1971
BETWEEN FRANCHISE DEVELOPMENTS (NEW HEBRIDES) LIMITED a duly
incorporated company having its registered office at Port Vila
in The New Hebrides (hereinafter called "the Transferor") of
the one part AND NARICH PTY LIMITED a company incorporated in
the State of New South Wales having its registered office at
236 Pitt Street, Sydney (hereinafter called "Narich") of the
other part

WHEREAS on the 13th day of May 1969 the Transferor sold to
Narich certain rights and privileges in respect of a Franchise 10
which had been granted to the Transferor by Weight Watchers
International, Inc., of New York (hereinafter called "WWI").

AND WHEREAS the Transferor has since been granted additional
rights and privileges by WWI which entitle the Transferor to
carry on business as Franchisee of WWI in the States of
Queensland and the Northern Territory, Australia.

AND WHEREAS it had been understood by the Transferor and
Narich that if Narich made a success of operating the Fran-
chise assigned to it on the 13th day of May 1969 the Trans-
feror would give Narich the opportunity of purchasing from it 20
any other rights and privileges relating to Australia which
might be granted to the Transferor by WWI.

338. Exhibit A Deed dated 23
September 1971 between
Franchise Developments (New
Hebrides) Limited and
Narich Pty Limited

AND WHEREAS the Transferor wishes to transfer to Narich and Narich wishes to buy from the Transferor the right and privilege to carry on business as Franchisee of WWI in the States of Queensland and Northern Territory (hereinafter called the "Rights").

NOW THIS AGREEMENT WITNESSETH as follows:

1. Sale and Purchase of Rights

In consideration of the sum of £100,000 to be paid by Narich to the Transferor in the manner and at the times hereinafter specified, the Transferor agrees to sell to Narich and Narich agrees to buy from the Transferor the whole of the Transferor's estate and interest in and to the Rights.

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2. Payment of Purchase Price

The said sum of £100,000 shall be paid and satisfied over a period of five (5) years from the date hereof by six-monthly instalments of £10,000, the first of which shall fall due six months after WWI gives its approval to the assignment of the Rights.

3. Interest

Narich shall pay interest to the Transferor on the purchase price or on so much thereof as remains unpaid at the rate of Eight Pounds (8) per centum per annum. The interest

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Exhibit A Deed dated 23
September 1971 between
Franchise Developments (New
Hebrides) Limited and
Narich Pty Limited

shall be paid half-yearly on the dates hereinbefore appointed
for the payment of instalments of the purchase price.

4. Transferor's Warranties

The Transferor warrants as follows:

- (a) That the Rights are referred to in Agreements dated
the 14th day of July 1971 and the 23rd day of September
1971, true copies of which are attached hereto;
- (b) That the Transferor has neither done nor omitted no-
thing which could lead to the cancellation of the
Rights;
- (c) That the said Rights are valid and in good standing.

10

5. WWI'S Rights in Trade Secrets etc.

It is acknowledged that all trade secrets, techniques,
unique programs and the use of the trademarks to which the
Rights relate shall remain the property of WWI and Narich
agrees that it shall do all in its power to preserve and
protect the interest of WWI in the said trade secrets, tech-
niques and unique programs and in those said Australian trade-
marks which are now or in the future may become the property
of WWI or its nominee. Narich shall enter into all such
registered user agreements as may be required by WWI or the
Transferor in relation to such trademarks.

20

Exhibit A Deed dated 23
September 1971 between
Franchise Developments (New
Hebrides) Limited and
Narich Pty Limited

6. Narich's Compliance with Franchise Agreement

Narich shall comply with all of the provisions of any Franchise Agreement relating to the Rights as from the date on which the Rights are assigned to it by the Transferor and shall indemnify the Transferor against all claims and liabilities arising in consequence of any breach of the provisions thereof.

7. Restrictions on Sale etc.

Narich shall not sell sublicence or otherwise dispose of all or any part of any of its interest in the Rights until such time as it has paid to the Transferor all of the moneys due pursuant to Articles 2 and 3 hereof. 10

8. Restrictions on Competition

The Transferor agrees that until the purchase price has been paid and for a period of two (2) years thereafter it shall not carry on any business in the States of Queensland and the Northern Territory in competition with the business carried on in those States by Narich.

9. Breach

Notwithstanding the provisions of Article 2 hereof, if Narich commits any breach of the provisions of any Franchise Agreement relating to the Rights the Transferor may 20

require Narich to pay to it forthwith the outstanding balance of the purchase price together with all interest which may have accrued thereon.

10. Payments

All moneys payable to the Transferor by Narich hereunder shall be paid to the Transferor in The New Hebrides.

11. Assignment of Franchise

(a) The Transferor will assign the Rights to Narich as soon as it receives the approval of WWI to the assignment. The Transferor will do all in its power to obtain such written approval. 10

(b) If WWI fails to give such written approval by the Thirty-first day of December 1971, either party may terminate this Agreement on giving one (1) week's written notice to the other. On termination all moneys paid by Narich to the Transferor pursuant to this Agreement shall be refunded.

12. Waiver or Modification

The Waiver by any party hereto or any breach by the other party of any term or condition hereof shall not be deemed a waiver of any subsequent breach of such term or condition or any other term or condition. No provision of 20

Exhibit A Deed dated 23
September 1971 between
Franchise Developments (New
Hebrides) Limited and
Narich Pty Limited

this Agreement shall be deemed to have been waived or modified unless such waiver or modification shall be evidenced by a written instrument which is signed by both parties hereto.

13. Notice

Any notice required or to be given hereunder shall be in writing and shall be either personally served or delivered by registered mail addressed to the other party to whom it is directed at the address indicated for such party at the beginning of this Agreement or any other address designated by such party by notice to the other party hereto. Such notice shall be deemed given on the day it is personally served or five days after the date it is mailed. 10

14. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

15. Governing Law

This Agreement is made in, and shall be interpreted under and pursuant to the laws of The New Hebrides.

16. Complete Agreement

This Agreement contains the entire understanding among the parties relating to the subject matter hereof and none

343. Exhibit A Deed dated 23
September 1971 between
Franchise Developments (New
Hebrides) Limited and
Narich Pty Limited

Exhibit A Deed dated 23
September 1971 between
Franchise Developments (New
Hebrides) Limited and
Narich Pty Limited

of the provisions of this Agreement may be altered modified
or amended in any way except by an instrument in writing
signed by both parties hereto.

IN WITNESS WHEREOF, this Agreement has been signed the day
and year first above written.

FRANCHISE DEVELOPMENTS
(NEW HEBRIDES) LIMITED

Franchise Developments (New
Hebrides) Ltd. by authorised
Agent

(Signed)

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NARICH PTY LIMITED

(Sgd.) Nancy Richardson
(Sgd.) Bruce Hocking

(Common Seal of
Narich Pty Limited)

344. Exhibit A Deed dated 23
September 1971 between
Franchise Developments (New
Hebrides) Limited and
Narich Pty Limited

Exhibit A Deed dated 20
June 1972 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

DEED made the 20th day of June 1972
BETWEEN FRANCHISE DEVELOPMENTS (NEW HEBRIDES) LIMITED a duly
incorporated company having its registered office at Port
Vila in The New Hebrides (hereinafter called "the Transferor")
of the one part AND NARICH PTY LIMITED a company incorporated
in the State of New South Wales having its registered office at
236 Pitt Street, Sydney (hereinafter called "Narich") of the
other part

WHEREAS on the 13th day of May 1969 the Transferor sold to
Narich certain rights and privileges in respect of a franchise 10
which had been granted to the Transferor by Weight Watchers
International, Inc., of New York (hereinafter called "WWI").
AND WHEREAS the Transferor has since been granted additional
rights and privileges by WWI which entitle the Transferor to
carry on business as Franchisee of WWI in the States of Wes-
tern Australia and the Australian Capital Territory.

AND WHEREAS it had been understood by the Transferor and
Narich that if Narich made a success of operating the Fran-
chise assigned to it on the 13th day of May 1969 the Trans-
feror would give Narich the opportunity of purchasing from it 20
any other rights and privileges relating to Australia which
might be granted to the Transferor by WWI.

Exhibit A Deed dated 20
June 1972 between Fran-
chise Developments (New
Hebrides) Limited and
345. Narich Pty Limited

Exhibit A Deed dated 20
June 1972 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

AND WHEREAS the Transferor wishes to transfer to Narich and Narich wishes to buy from the Transferor the right and privilege to carry on business as Franchisee of WWI in the States of Western Australia and the Australian Capital Territory (hereinafter called the "Rights").

NOW THIS AGREEMENT WITNESSETH as follows:-

1. SALE AND PURCHASE OF RIGHTS

In consideration of the sum of £60,000 to be paid by Narich to the Transferor in the manner and at the times hereinafter specified, the Transferor agrees to sell to Narich and Narich agrees to buy from the Transferor the whole of the Transferor's estate and interest in and to the Rights. 10

2. PAYMENT OF PURCHASE PRICE

The said sum of £60,000 shall be paid and satisfied over a period of Five (5) years from the date hereof by six-monthly instalments of £6,000, the first of which shall fall due six months after WWI gives it approval to the assignment of the Rights.

3. INTEREST

Narich shall pay interest to the Transferor on the purchase price or on so much thereof as remains unpaid at the rate of Eight Pounds (8) per centum per annum. The interest shall be 20

Exhibit A Deed dated 20
June 1972 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

Exhibit A Deed dated 20
June 1972 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

paid half-yearly on the dates hereinbefore appointed for the
payment of instalments of the purchase price.

4. TRANSFEROR'S WARRANTIES

The Transferor warrants as follows:

- a) That the Rights are referred to in Agreements dated
the 14th day of July 1971 and the 20th day of July
1972, true copies of which are attached hereto;
- b) That the Transferor has neither done nor omitted no-
thing which could lead to the cancellation of the
Rights;
- c) That the said Rights are valid and in good standing.

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5. WWI'S RIGHTS IN TRADE SECRETS etc.

It is acknowledged that all trade secrets, techniques, unique
programs and the use of the trademarks to which the Rights
relate shall remain the property of WWI and Narich agrees that
it shall do all in its power to preserve and protect the in-
terest of WWI in the said trade secrets, techniques and unique
programs and in those said Australian trademarks which are now
or in the future may become the property of WWI or its nominee.
Narich shall enter into all such registered user agreements
as may be required by WWI or the Transferor in relation to
such trademarks.

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Exhibit A Deed dated 20
June 1972 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

6. NARICH'S COMPLIANCE WITH FRANCHISE AGREEMENT

Narich shall comply with all of the provisions of any Franchise Agreement relating to the Rights as from the date on which the Rights are assigned to it by the Transferor and shall indemnify the Transferor against all claims and liabilities arising in consequence of any breach of the provisions thereof.

7. RESTRICTIONS ON SALE etc.

Narich shall not sell sublicence or otherwise dispose of all or any part of any of its interest in the Rights until such time as it has paid to the Transferor all of the moneys due pursuant to Articles 2 and 3 hereof.

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8. RESTRICTIONS ON COMPETITION

The Transferor agrees that until the purchase price has been paid and for a period of two (2) years thereafter it shall not carry on any business in the States of Western Australia or the Australian Capital Territory in competition with the business carried on in those States by Narich.

9. BREACH

Notwithstanding the provisions of Article 2 hereof, if Narich commits any breach of the provisions of any Franchise Agreement relating to the Rights the Transferor may require Narich

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Exhibit A Deed dated 20
June 1972 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

to pay to it forthwith the outstanding balance of the purchase price together with all interest which may have accrued thereon.

10. PAYMENTS

All moneys payable to the Transferor by Narich hereunder shall be paid to the Transferor in The New Hebrides.

11. ASSIGNMENT OF FRANCHISE

- a) The Transferor will assign the Rights to Narich as soon as it receives the approval of WWI to the assignment. The Transferor will do all in its power to obtain such written approval. 10
- b) If WWI fails to give such written approval by the 31st day of December 1972, either party may terminate this Agreement on giving one (1) week's written notice to the other. On termination all moneys paid by Narich to the Transferor pursuant to this Agreement shall be refunded.

12. WAIVER OF MODIFICATION

The waiver by any party hereto or any breach by the other party of any term or condition hereof shall not be deemed a waiver of any subsequent breach of such term or condition or any other term or condition. No provision of this Agreement shall be deemed to have been waived or modified unless such 20

349. Exhibit A Deed dated 20
June 1972 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

Exhibit A Deed dated 20
June 1972 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

waiver or modification shall be evidenced by a written instru-
ment which is signed by both parties hereto.

13. NOTICE

Any notice required or to be given hereunder shall be in writ-
ing and shall be either personally served or delivered by
registered mail addressed to the other party to whom it is
directed at the address indicated for such party at the beginn-
ing of this Agreement or any other address designated by such
party by notice to the other party hereto. Such notice shall
be deemed given on the day it is personally served or five 10
days after the date it is mailed.

14. SEVERABILITY

The invalidity or unenforceability of any provision of this
Agreement shall not affect the validity or enforceability
of any other provision hereof.

15. GOVERNING LAW

This Agreement is made in, and shall be interpreted under and
pursuant to the laws of The New Hebrides.

16. COMPLETE AGREEMENT

This Agreement contains the entire understanding among the 20
parties relating to the subject matter hereof and none of the
provisions of this Agreement may be altered modified or

350. Exhibit A Deed dated 20
June 1972 between Fran-
chise Developments (New
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Narich Pty Limited

Exhibit A Deed dated 20
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chise Developments (New
Hebrides) Limited and
Narich Pty Limited

amended in any way except by an instrument in writing signed
by both parties hereto.

IN WITNESS WHEREOF, this Agreement has been signed the day
and year first above written.

FRANCHISE DEVELOPMENTS
(NEW HEBRIDES) LIMITED

By its authorised Agent
(Signed)

NARICH PTY LIMITED

(Sgd.) Nancy Manning
(Sgd.) Bruce Hocking

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Directors

(Common Seal of
Narich Pty Limited)

351. Exhibit A Deed dated 20
June 1972 between Fran-
chise Developments (New
Hebrides) Limited and
Narich Pty Limited

Exhibit A Agreement dated
3 March 1975 between Weight
Watchers International Inc.
and Narich Pty Limited

AGREEMENT made as of the 3rd day of March, 1975, by and between Weight Watchers International Inc., a Virginia Corporation, having its principal place of business at 175 East Shore Road, Great Neck, New York 11023 (hereinafter called the "Franchisor") and NARICH PROPRIETARY LIMITED, an Australian Company, having its principal place of business at 389-391 Sussex Street, Sydney, New South Wales, Australia (hereinafter called the "Franchisee").

WHEREAS the Franchisor succeeded to all of the business of Weight Watchers International, Inc., a New York corporation, 10 as the result of a statutory merger under the law of the State of New York and the law of the State of Virginia effective April 29, 1974, and now is Franchisor pursuant to a certain Agreement between the New York corporation and Franchisee dated June 1, 1969 subsequently amended on August 9, 1971, September 23, 1971 and June 20, 1972 (hereinafter called the "Franchise Agreement").

WHEREAS the Franchisor and Franchisee desire to amend certain portions of the Franchise Agreement and to enlarge the Territory as defined in the Franchise Agreement. 20

NOW THEREFORE, in consideration of One Thousand and 00/100 U.S. Dollars U.S. (\$1,000.00) receipt of which is hereby acknowledged by the Franchisor, this Agreement and other good

352. Exhibit A Agreement dated
3 March 1975 between Weight
Watchers International Inc.
and Narich Pty Limited

and valuable consideration the parties hereto agree as follows:

1. Beginning with the first "Plan Period" (as defined in Section 1.3.1 of the Franchise Agreement) within which the Franchisor earns "Related Business Income" (as that term is defined in Section 1.3.2 of the Franchise Agreement) in the "Territory" (as that term is defined), the term "Related Business Income" shall only mean portion of income, before federal income taxes, from the specified activities earned by the Franchisor in the "Territory". From then and thereafter, Franchisee shall have no right to a share of "Related Business Income" earned by the Franchisor outside of the Territory whether the Franchisor continue to earn such "Related Business Income" in the Territory or not. 10

2. The period within which the Franchisee is required to make payments to Franchisor pursuant to the Sections of Paragraph 4 of the Franchise Agreement is hereby changed from ten (10) to thirty (30) days. The period specified in Section 4.6 for the remittance of a receipt evidencing the payment of taxes is hereby extended an additional thirty (30) days.

3. Paragraph 5, (including Sections 5.1 through 5.6 inclusive) of the Franchise Agreement is hereby revised to read in its entirety as follows: 20

5. TRADEMARKS

5.1. The Franchisee recognizes the distinctiveness (whether inherent or acquired), the validity and sole ownership by the Franchisor of the Trademarks, and the originality value and goodwill thereof, and of the methods, systems, techniques, manner of presentation and Program now or hereafter used, owned or developed by the Franchisor, and the Franchisee agrees never to contest or attach the distinctiveness, validity or ownership of any of them by the Franchisor, or the right of the Franchisor to restrict or restrain their use in any manner consistent with this Agreement, during or subsequent to the life of this Agreement. 10

5.2 The Franchisee agrees to use the Trademarks in connection with the conduct of the business with respect to which the franchise hereunder is being granted and not for any other purpose. Use of the Trademarks by the Franchisee is on behalf of the Franchisor as a Franchisee under Franchisor's control. The Franchisee will not use any other trademark as applied to articles of commerce, service mark in respect of any goods or services whatsoever, corporate title, trade name, or identifying word or words, symbol or device in connection with the business franchised hereunder without the express written consent of Franchisor. Neither the name WEIGHT WATCHERS nor any 20

of the Trademarks or words confusingly similar or any translation thereof, nor any facility maintained under the WEIGHT WATCHERS name pursuant to this Agreement shall be used by the Franchisee in connection with any business activity, directly or indirectly, other than the business franchised hereunder.

5.3 In the event that the Franchisor decides to apply for registration of any Trademarks in any Territory as the first user thereof (through the Franchisee's use) the Franchisee will render to the Franchisor all reasonable assistance toward the obtaining of a registration.

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5.4 If at the time when the Franchisor desires to apply for registration or has so applied, the Franchisee is deemed in law to be the proprietor of that Trademark so as to make it necessary for the application to be made or proceeded with in the name of the Franchisee, the Franchisee will at the request and expense of the Franchisor make or proceed with such registration and do all the acts and execute all documents necessary for obtaining registration in the name of the Franchisee and thereupon the Franchisee shall assign such registration to the Franchisor.

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5.5 On the registration of that Trademark becoming vested in the Franchisor whether under 5.3 or 5.4 above the Franchisee shall be entitled to the like rights under such

registration as are granted by this Agreement and the Franchisor shall at the request and expense of the Franchisee do all acts and execute all documents for establishing the Franchisee as a user thereunder and, where applicable, for the registration of the Franchisee's permitted use at the trademarks registry.

5.6 After such trademark has been registered the Franchisee shall where practicable (and in respect of goods to be sold in a country where the trademarks are registered) in the representations of the Trademarks used by the Franchisee in relation to the said goods to be sold in the Territory append to or place adjacent to or related to the Trademarks such inscription as is usual or proper for indicating that the Trademarks are registered.

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5.7 The Franchisee will not use, print or make or authorize the printing or making of any literature or material of any kind containing the Trademarks except, in each instance, with the Franchisor's written permission and all literature and materials distributed in Weight Watchers classes or in connection with the business franchised hereunder shall have imprinted thereon such Trademarks of the Franchisor as the Franchisor shall designate and in the form and manner as the Franchisor shall designate. Such literature and material,

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including advertisements shall carry statements making clear that Franchisor is the owner and Franchisee, the User of the Trademarks. The written permission of the Franchisor shall not be unreasonably withheld and Franchisor will exercise best efforts to expedite its notification of permission or the reason of its refusing permission within ten (10) business days of receipt of such literature or material. Anything in this Agreement to the contrary notwithstanding, for purposes of this Section telex communication shall be sufficient notification. If the Franchisor shall fail to give such notification within such ten (10) business day period, then the Franchisee shall be entitled to proceed as if permission of the Franchisor had been obtained provided however that if the Franchisor shall thereafter notify the Franchisee of its reason for refusal, then the Franchisee will not print or make or authorize the printing or making of additional copies of such literature or materials and, if so requested, shall promptly discontinue the use of such literature or material which it has on hand. Nothing herein contained shall require Franchisee to secure Franchisor's permission for literature or material supplied by Franchisor or for which Franchisor has previously given its permission. Every twelve (12) months Franchisee shall forward to Franchisor two (2) samples of each

piece of literature or material used by Franchisee in connection with the business franchised hereunder during such twelve (12) month period. Franchisor will review such literature or material and if Franchisor shall notify Franchisee of any objection which Franchisor may have, Franchisee will not print or make or authorize the printing or making of additional copies of such literature or materials, and, if requested, promptly discontinue the use of such literature or materials which it has on hand. All literature and materials printed by the Franchisee or on Franchisee's behalf for use in connection with the business franchised hereunder shall be copyrighted in the name of the Franchisor and shall bear an appropriate legend showing the Franchisor to be the copyright owner except as the Franchisor may otherwise specify. The Franchisee shall maintain all subsisting copyright in any literature or material provided by the Franchisor to Franchisee for use in connection with the business franchised hereunder whether such copyright subsists by virtue of the law of the Territory in which the franchise is situated or otherwise.

5.8 Upon termination of this Agreement, the Franchisee will discontinue immediately all use of the Trademarks. Thereafter, the Franchisee will not use the Trademarks (or any translation thereof in any language) whether as a trademark

applied to articles of commerce, or service mark in respect of any goods or services whatsoever, corporate title, trade name, identifying word or words, symbols or devices (or any translation thereof in any language) similar to or confusing with the Trademarks (or any translation thereof in any language) or any trademark as applied to articles of commerce, service mark in respect of any goods or services whatsoever, corporate title, trade name, identifying word or words, symbol or device (or any translation thereof in any language) owned, used or registered by the Franchisor or which may be owned, used or registered by the Franchisor during the continuance of this Agreement. 10

5.9 Upon termination of this Agreement, the Franchisee will, at the direction and sole discretion of the Franchisor, either assign, cancel, or abandon to the Franchisor or its nominee, any and all right, title and interest the Franchisee may have acquired by virtue of use or otherwise in the Trademarks whether as trademarks applied to articles of commerce, service marks in respect of any goods or services whatsoever, trade names, or identifying word or words, symbols or devices (or any translation thereof in any language) owned, used or registered by the Franchisor, or which may have been owned, used or registered by the Franchisor during the continuance of 20

this Agreement, or which may be similar to or confusing with any of the foregoing.

5.10 The parties agree to execute and deliver all further documents which shall be necessary from time to time to preserve and extend the trademark rights herein specified, including without limitation, a Registered User Application which may be required to effect a Registered User Recordal. It is understood that any Registered User Entry shall be cancelled upon termination of the Franchise Agreement and the Franchisor is hereby authorized and empowered to apply separately, and without the concurrence of the Franchisee for a cancellation of any Registered User Entry.

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4. Section 6.6 of the Franchise Agreement is hereby revised to read in its entirety as follows:

"6.6 WEIGHT WATCHERS signs, which are uniform as to style and color, shall be prominently displayed in connection with the operation of WEIGHT WATCHERS classes."

5. The designation and approval provided for in Sections 6.7 and 6.8 shall be subject to the terms and conditions of Paragraph 5 as contained herein.

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6. Employees engaged by the Franchisee for office duties only are not within the scope of Section 6.9 of the Franchise Agreement and subsection (ii) of Section 6.9 is hereby modified to read as follows:

Exhibit A Agreement dated
3 March 1975 between Weight
Watchers International Inc.
and Narich Pty Limited

"(ii) to execute noncompetition agreements in a form which in the opinion of counsel for Franchisee and Franchisor will be enforceable within the Territory."

7. Section 6.14 of the Franchise Agreement is hereby modified to eliminate the condition that the Managing Director be a person who owns capital stock of Franchisee.

8. Section 6.15 of the Franchise Agreement is hereby revised to read in its entirety as follows:

"6.15 The personal weight of each officer and employee of the Franchisee who comes in contact with the public on behalf of the Franchisee, including, without limitation, the Managing Director, each lecturer, weigher, clerk, supervisor and training director, shall not exceed ten pounds more than the "goal weight" as prescribed for such person by the Franchisor for more than 14 consecutive days. However, the weight of the officer, employee, Managing Director, weigher, clerk, supervisor or Training Director may exceed the ten pounds of goal weight if (i) they are then regularly attending WEIGHT WATCHERS classes or (ii) they file with the Franchisee a bona fide written statement by a doctor specifying that a higher weight is medically required, otherwise, the employment of such person will be discontinued until his weight is once again more within the aforesaid ten pounds. Anything

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contained herein to the contrary notwithstanding the Franchisee at all times shall exercise its best efforts to prevent any such person whose weight exceeds said ten pounds from appearing before the public in a capacity that would lead the public to believe such person is connected with the Weight Watchers Organization.

9. Paragraph 9 of the Franchise Agreement is hereby amended to allow Franchisee a thirty (30) day period from the date reflected in the invoice within which to make the payment specified.

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10. The amounts of insurance specified in Paragraph 10 of the Franchise Agreement are hereby revised to provide for a 50,000 Australian Dollar maximum amount for each injury or occurrence.

11. The following sentence is added to Section 12.2 of the Franchise Agreement:

"Provided, however, that if an issue shall exist regarding the right of the Franchisor to terminate this Agreement, then the Franchisee shall have the right to continue to operate the business franchised hereunder in the manner authorized hereby until resolution of such issue by a court of competent jurisdiction or by arbitration. If the dispute is determined adversely to the Franchisee, the termination shall

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Exhibit A Agreement dated
3 March 1975 between Weight
Watchers International Inc.
and Narich Pty Limited

become effective 30 days after such determination or upon
such later date as the court or arbitrators, as the case may
be, shall fix."

12. From the date of this Agreement the Territory
defined in the Franchise Agreement is enlarged to include the
Territory of New Guinea, Papua, New Caledonia and New Hebrides
in addition to the Territory now defined as including the
States of New South Wales, Victoria, South Australia, Western
Australia, Queensland, Tasmania, the Northern Territory and
the Australian Capital Territory.

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13. Except as expressly provided herein the provi-
sions of the Franchise Agreement are to remain the same and
are in full force and effect.

IN WITNESS WHEREOF the parties have hereunto set their
hands and seals on day and year first above written.

WEIGHT WATCHERS INTERNATIONAL, INC.

(Signed)

NARICH PTY LTD

(Sgd.) R. B. Jamieson

Managing Director

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Exhibit A Agreement dated
3 March 1975 between Weight
Watchers International Inc.
363. and Narich Pty Limited

Exhibit A Agreement dated
31 May 1977 amending Agree-
ment dated 3 March 1975

AGREEMENT made this 31st day of May, 1977, by and between WEIGHT WATCHERS INTERNATIONAL, INC., a Virginia corporation, having its principal place of business at 800 Community Drive, Manhasset, New York 11030 (hereinafter called "The Franchisor") and NARICH PTY LIMITED, having its principal place of business at 309 Pitt Street, Sydney, New South Wales 2000, Australia (hereinafter called "The Franchisee").

WHEREAS the Franchisor and the Franchisee entered into a certain Agreement dated June 1, 1969 as subsequently amended on August 9, 1971, September 23, 1971, June 20, 1972 and March 3, 1975 (hereinafter called the "Franchise Agreement").

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WHEREAS the Franchisor and Franchisee desire to amend the Franchise Agreement to delete certain areas from the Territory as such is now defined in the Franchise Agreement.

NOW THEREFORE, in consideration of this Agreement, the continuation of the Franchise Agreement as hereby amended and other good and valuable considerations, the parties hereto agree as follows:

From the date of this Agreement, the Territory defined in the Franchise Agreement is revised to delete therefrom the

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following two (2) areas: (1) New Hebrides
(2) New Caledonia

so that the Territory shall henceforth only include the States of New South Wales, Victoria, South Australia, Western Australia

364. Exhibit A Agreement dated
31 May 1977 amending Agree-
ment dated 3 March 1975

Exhibit A Agreement dated
31 May 1977 amending Agree-
ment dated 3 March 1975

Queensland, Tasmania, the Northern Territory and the Australian
Capital Territory in the Country of Australia, the Territory
of New Guinea and Papua.

Except as expressly provided herein, the provisions of
the Franchise Agreement remain the same and are in full force
and effect.

IN WITNESS WHEREOF, the parties have hereunto set their
hands and seals on the day and year first above written.

WEIGHT WATCHERS INTERNATIONAL, INC.

by _____ (Signed)

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NARICH PTY LIMITED

by _____ (Sgd.) R. B. Jamieson

365. Exhibit A Agreement dated
31 May 1977 amending Agree-
ment dated 3 March 1975

Exhibit K - Lecture Themes

This is the exhibit marked "RBJ-10" referred to in the Affidavit of RICHARD BRUCE JAMIESON sworn 20 December, 1979 before me: G. Harris
Solicitor

THEME: YESTERDAY, TODAY & TOMORROW

OBJECT: For Members:

Realization and verbalization of the progress they have made, not only in terms of weight loss - but in correct eating habits.

For Guests:

A sense of identification with members and lecturers, and with this, an infusion of confidence in their ability to do what so many others have done before them.

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For Both:

Intellectual and emotional motivation plus concrete planning in how to make tomorrow thinner than today.

METHOD:

Discussion based on -
How we ate and, therefore, how we lived in the past.
How we are eating now and, therefore, how we are living now.
The possibilities of the future.

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INTRODUCTION:

(After greeting members and guests, citing personal weight loss and maintenance accomplishment, and brief outline of history and goals of the WEIGHT WATCHERS Organization.)
There's a bond in this room that we all share.
Speak of:

- 1) Differences as people - sameness in our weight problem.
- 2) Give personal illustrations using one or two favourite stories of lecturer's own past eating habits, and how they have changed. Explain that those of us who suffered in the fat world yesterday and are in class and on Program today, can look forward to a thin tomorrow.

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QUESTION:

All of us who lived fat dreamed thin.
What was your thin dream in the fat world?

Exhibit K Lecture Themes

YESTERDAY, TODAY & TOMORROW (Contd.)

POSSIBLE ANSWER: To be able to sit three abreast in the front seat of a car.
To dance all night.
To get dressed in 10 minutes.
To wear a slinky dress, a turtleneck, etc.
(Include men and women, and expand on answers).

FOLLOW-UP QUESTION AFTER EACH ANSWER: that you've lost ___ pounds, does your dream seem more realistic?

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QUESTION: What made the weight loss possible?

POSSIBLE ANSWER: The classes, the Programme.

QUESTION: Speaking of Programme, who kept a diary this week? May I show it to the class?

LECTURER: Discuss diary with member - include class by asking Programme questions related to diary. Bring out as much Programme information as possible.

QUESTION: Now that we're talking about the present, what's the most dramatic change you've been able to make in your eating habits since joining WEIGHT WATCHERS?

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POSSIBLE ANSWER: I now eat breakfast.
I've learned to eat fruit for dessert.
I've learned that it doesn't have to be "soup to nuts" in a restaurant.

LECTURER: As each member answers, follow up with, "How did you accomplish this?" - "Who else had this problem?" - "What did you do about it?"

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POSSIBLE ANSWER: I forced myself to get up earlier.
I learned to really taste and enjoy what I'm eating, rather than just relying on things looking delicious.
I eat a salad before I go out.

QUESTION: What was your greatest victory this week?

Exhibit K Lecture Themes

YESTERDAY, TODAY & TOMORROW (Contd.)

- POSSIBLE ANSWER: I got through the weekend legally.
I was alone in the house, and cleaned my closet instead of eating.
- LECTURER: That's how we're changing today so that tomorrow can be thinner, etc.
- QUESTION: Now let's talk about the future -
Who's looking forward to the Levelling plan in the immediate future?
Who's on the Maintenance Plan?
What did you take back this week? 10
- LECTURER: For our guests - (brief outline of 3-in-1 Programme)
- LECTURER: How about the immediate future?
What's coming up this weekend?
What situation will you have to get through this week?
(Follow with, "Does anybody have a solution for (name) ?")
- LECTURER: After discussion of upcoming events and ways to get through - 20
"Mary, next week when you come in, ask Jane how she managed at her dinner party."
"John, you ask Jim how the business lunch went."
(Pair off as many sets of people as possible for progress report for following week.)
- CLOSING: Inspirational talk -
- 1) The immediate future - next week and how we get through it. 30
 - 2) The thin future - with word pictures of its pleasures.
 - 3) All steps as in, "How to Conduct an Open Meeting."

Exhibit K Lecture Themes

THEME: ROUND TUITT

OBJECT: For Members:

- a. A boost to morale, no matter what the degree of success or failure they have had.
- b. Concrete suggestions for a greater degree of success.

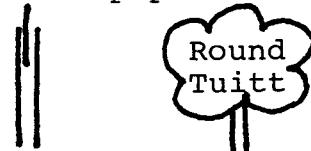
For Guests:

To spark, in the minds of potential members, the knowledge that WEIGHT WATCHERS weekly meetings can, indeed, be the solution to their weight problems. 10

MATERIALS: 1) Paper cutout, shaped like a flower with words "Round Tuitt" printed on it.



2) Drinking straw or thin stick with a notch cut in one end into which the paper cutout can be inserted.



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The stick is called a "Stick Tuitt".

METHOD: Discussion, during which Round Tuitts are distributed as outlined below.

INTRODUCTION: (After greeting members and guests, citing personal weight loss and maintenance accomplishment, and brief outline of history and goals of the WEIGHT WATCHERS Organization) Everybody in this room can congratulate himself or herself for a personal accomplishment in weight reduction this week. Don't be surprised at that statement. You've all gotten around to doing something positive this week, and for this, may I award you a "Round Tuitt"!! (Show) My personal "Round Tuitt" this week was _____. (Cite either a recipe you've been meaning to try and finally did, a new motivation you've tried, etc.) 30

Exhibit K Lecture Themes

ROUND TUITT (Contd)

- QUESTION: 1) (Call on veteran member) - "Mary, you've lost ____ pounds on the Programme. What was your "Round Tuitt" this week? First, tell us the problem, and then tell us the solution that you got around to doing.
- POSSIBLE ANSWER: My discipline was slipping, so I followed the Menu Planner on the back of the Monthly Recipes.
- I have trouble leaving the dinner table, so I sat down later than everyone else. 10
- I got the "crazies" at 4 p.m., so I called the Hot Line.
- QUESTIONS: 2) How did it help you?
- 3) Did anybody else do the same thing this week?
- 4) Did anybody do anything different to help in the same situation?
(Direct question to member with different lifestyles.)
- 5) (Call on member who has not yet joined in) - "Mary, you've lost ____ pounds on Programme. Which of these solutions would be right for you, or do you have another situation you got around to doing something about?" 20
- 6) Whose "Round Tuitt" was a new recipe she tried? (Use this opportunity to talk about Programme - how recipe fits in and what the Programme equivalents are.) Refer to complete Programme orientation for new members after meeting for those who don't know Programme. 30
- NOTE TO LECTURER: Give a "Round Tuitt" to each member as she is speaking. This enables lecturer to circulate, and rewards member for contribution. The above cycle of questions can be repeated with different members as long as lecturer feels necessary. Then -
- If guests volunteer remarks, let them talk. If guests ask for Programme information, refer them to "the complete programme orientation for new members after the meeting." 40

ROUND TUITT (Contd)

LECTURER: Our guests tonight also deserve our congratulations for getting a "Round Tuitt"

QUESTION: (Ask class as a whole) - "What have our guests gotten around to?"

ANSWER: Finally walking through the door of a WEIGHT WATCHERS meeting!!!

Give "Round Tuitt" to all guests - because they finally got "around to it" - joining a WEIGHT WATCHERS class.

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QUESTION: Did any of our guests hear anything that sounded familiar tonight?
(If no response, gently suggest that you saw some nodding heads during class discussion - point out that we're all in the same boat - everybody in the room (with the exception of Maintenance Plan members and lecturer) has the wrong number on the scale - the number isn't important, it's the progress in learning that's important.)

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SUMMARY: Now we've seen that each of us has made some progress this week (recap as many situations with members' names as you can recall from discussion) - we've all gotten a "Round Tuitt" This is a "Stick Tuitt" (Show, and insert flower into notch on stick).
Next week, we're going to talk about how we can stick tuitt, because we know that success in getting thin and staying thin depends on ESTABLISHING A PATTERN OF REPETITION OF CONSTRUCTIVE ACTION, so we'll discuss ways to sustain our victories. Now, would anybody like to volunteer a new "Round Tuitt" for next week? What would you like to finally do on the Programme that you haven't done as yet?

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LECTURER: Give volunteer another "Round Tuitt" for commitment - and promise a "Stick Tuitt" for next week.

CLOSING: As in outline, "How to Conduct an Open Meeting, etc."

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Exhibit K Lecture Themes

THEME: BRIDGING THE GAP

OBJECT: For Members:

A step-by-step review of the ways in which we can put knowledge into action.

For Guests:

To show that everybody in the room began the WEIGHT WATCHERS Programme with the same doubts and fears, and went on to learn to re-educate their eating habits.

METHOD: Visual:



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Poster showing a bridge over water. One side labelled "knowing" and the other side labelled "doing".

Discussion

As steps across the bridge, affix as indicated in Theme:

- 1) WEIGHT WATCHERS Attendance Book.
- 2) Word "friends" or picture of crowd.
- 3) Portion of WEIGHT WATCHERS Diary.
- 4) Part of Monthly Recipe Sheet.
- 5) Hot Line Number.
- 6) Levelling Plan Booklet.
- 7) Maintenance Plan Booklet.
- 8) Lifetime Membership Book.

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Note: A loop of scotch tape on the back of each of the above will hold it on the poster.

INTRODUCTION: (After greeting members and guests, citing personal weight loss and maintenance accomplishment, and brief outline of history and goals of the WEIGHT WATCHERS Organization.)

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INTRODUCTION: A. What do we know about being fat?
1) We're unhappy and uncomfortable.
2) We're self-conscious, therefore, unable to relax and enjoy social situations.
3) The doctor is unhappy with us.

BRIDGING THE GAP (Contd)

4) We are slaves of the food we eat. We know all this, and we know that someday we're going to have to do something about it, yet each year we go up the scale instead of down.

B. What do we know about nutrition?

- 1) From the time we entered school, we saw charts showing how to eat correctly.
- 2) We've explored every diet known.
- 3) We know the caloric value of every food and drink.

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All this knowledge has been simmering in our heads for years, and while we're eating, it haunts us and causes feelings of guilt. It's time to put all this knowledge to work! It's time to cross the bridge between knowing and doing! Our members are in various stages across the bridge - "Mary, you've lost _____ pounds, Jane, you've lost _____ pounds, Joe, you've lost _____ pounds and are on Levelling - Jim, you've lost _____ pounds and are on Maintenance.

20

Our guests have just taken the hardest step of all - you walked through the door, and we congratulate you.

QUESTION: (Of veteran member) How did you feel when you walked through the door of a WEIGHT WATCHERS class for the first time? (Affix attendance book to poster).

30

POSSIBLE ANSWER: Fat, hopeless, embarrassed, etc.

QUESTION: How did you feel the following week?

POSSIBLE ANSWER: Great! I lost _____ pounds.

QUESTION: What happened at the first meeting that helped you?

POSSIBLE ANSWER: I saw others who had done it ... I realized there was plenty of food on the Programme,

BRIDGING THE GAP (Contd)

and I wouldn't starve ... everybody seemed so happy, even though they were on a weight reduction programme!

QUESTION: How about this? (Affix "friends" to poster).

POSSIBLE ANSWER: I got the support I needed. Everybody was in the same boat - had the same problems - and cared about each other.

LECTURER: Point out people who have met at a WEIGHT WATCHERS meeting, and now sit together at every meeting - Ask them how they help each other. 10

QUESTION: What did you learn from this? (Affix Programme).

POSSIBLE ANSWER: 1) I learned to eat correctly - rather than just knowing how to eat correctly. 2) I learned to enjoy - fish, liver, vegetables, fruit - (discuss; possibly give favourite recipe). 3) I learned "people portions." 20

QUESTION: Who uses this tool for staying on Programme? (Show food diary). How does it help you? (Affix strip of diary to poster).

POSSIBLE ANSWER: 1) A way to keep track of Programme. 2) As a commitment, when meals are entered in advance. 3) An invaluable aid in planning ahead.

QUESTION: What do you do when temptation strikes?

POSSIBLE ANSWER: Suggestions will come from all over room. "Mix and Match" them - i.e., men and women, 10 pound problem and 100 pound problem, night eater and "picker" etc. 30

Affix Hot Line Number when mentioned. (Or any other "pet" solution you may have.)

QUESTION: Who's familiar with this? (Affix Levelling Plan Booklet) Discuss with members on Levelling Plan positive aspects of Levelling Plan. Point out

Exhibit K Lecture Themes

BRIDGING THE GAP (Contd)

members who are near to Levelling Plan and discuss Levelling Plan as a status symbol because they are so near goal.

- QUESTION: And now - the Maintenance Plan. (Call on any Lifetime Members and Levelling Plan Members for discussion).
1) Tell us a typical eating day in your life.
2) Which former "Frankenstein" have you learned to control? 10
- QUESTION: What step across your personal bridge will you take this week? (Ask several members)
- POSSIBLE ANSWER: I will get through the party, weekend, wedding, etc., legally.
- QUESTION: Who has already taken this step?
How did you do it?
What other solutions can we suggest?
- QUESTION: (After discussion of suggestions made by class to people volunteering steps they would like to take.)
Would anybody like to make a commitment to the class to take one of the steps we discussed? Mary and Jane both want to have a legal weekend. Would you like to call each other Saturday night? Next week they'll report to the class on their victory. 20
- NOTE: Lecturer asks for commitment for one step this week. Members volunteering are told that next week the class will begin with their stories of victory. 30
- SUMMARY: The longest journey starts with a single step. We've always known that if you eat correctly, you don't get fat. We've always known how to eat correctly, but we've never crossed the bridge between knowing and doing. Now we are taking our steps across the bridge. (Conclude with lecturer's own brand of personal inspiration.)
- CLOSING: As in "How to Conduct an Open Meeting," with reference to guests taking another step by joining. 40

WEIGHT WATCHERS
FOOD FOR THOUGHT

An analysis of the lives of hundreds of the world's great people who have been outstanding in many fields of achievement, discloses that one or more (mostly more) of the following elements would claim credit for the results.

1. PERSERVERANCE - It has been said that genius, that power which dazzles mortal eyes, is but perseverance in disguise.
2. IMAGINATION - That capacity to conceive as potentially actual things not yet existing. The Superconsciousness that most of us have but so few use. 10
3. KNOWLEDGE - The ability to perform some particular task better, more efficiently, than others.
4. DESIRE - An earnest desire to succeed remembering that zeal without knowledge is the sister of folly.
5. EFFORT - Pasteur said: "Chance favours the prepared mind" so intelligent preparation and effort go hand in hand. 20
6. LEADERSHIP - The ability to influence people.

It is possible to have all these and other attributes of success but still not make the grade. The fuel of enthusiasm needs to be poured into this engine of capabilities to inspire it. Nothing is more contagious than enthusiasm and, although it is a very overworked word, it can move mountains and charm brutes. It is the genius of sincerity, and truth seldom accomplished victory without it.

What is the vital spark that ignites enthusiasm, that induces, that impels action? In a word it is motivation and the degree of motivation is what, usually, determines the level of success. 30

Reaction to motivational stimulation will depend upon one's attitudes. Our feelings play a big role in the attainment of our objectives. Much of Australia's present industrial friction and violence against innocent citizens and property, arises from feelings which are not responsible. People become motivated through an intense desire, often a frantic and overpowering passion for achievement or power. This excitement, this fever, this drive has to be directed in responsible 40

FOOD FOR THOUGHT Contd.

directions for this is the price of citizenship in a democracy - responsibility!

The rewards of success come in many ways. For some it is adequate income. Others find that recognition, authority, power or admiration outweigh prosperity. Whatever, success is to them the favourable outcome of anything attempted. For example, a person with political leanings who desires to become an M.P. and is elected, would be successful.

It is important in all of this to have something to attempt to be successful at. An aim, a goal. It has been proven beyond all doubt that one attracts to one's self the things most fervently desired. In other words success, or failure, in any direction appears to be caused more by mental attitude than by mental capacities. There are no dull times for an upward looking mind, a positive attitude towards goal accomplishments. 10

One writer said it very nicely when he wrote:

"Give me a positive character, with a positive faith, positive opinions and positive actions, though sometimes in error, rather than a negative character with doubting faith, wavering opinions, undecided actions and faintness of heart. Something is better than nothing". 20

Science adds to this by saying that anything that can be postulated is possible. In other words, what man can conceive, man can achieve, given the generative power of Motivation.

Edgar A. Guest summed it up when he stated:-

"You can do as much as you think you can
But you'll never accomplish more;
If you're afraid of yourself, young man,
There's little for you in store -
For failure comes from the inside first!" 30

Our elements of success all relate to our own mental attitudes. Have a DEFINITE GOAL, KNOW WHAT YOU WANT AND GIVE YOURSELF A ROAD TO TRAVEL along for success in your business, home or community, spiritual or personal life.

FOOD FOR THOUGHT Contd.

THE THEME CONTAINED THEN IN THE ABOVE ARTICLE IS PERHAPS ONE YOU CAN UTILISE IN A LECTURE.

THE FOLLOWING EXCERPTS ALSO CONTAIN SOME USEFUL INFORMATION YOU MAY CARE TO USE

A lot of people, fat and slim, when asked to write down from memory what they had eaten, and provided with record books to record exactly what was actually eaten, produced the following results:-

The guesses of the slim people agreed quite well with their records.

10

The guesses of the fat people were considerably under estimated. In fact, they were eating much more than they thought. (DIARY SHEETS?)

The point is, that WE CAN LOSE WEIGHT IF WE CUT DOWN OUR EATING and to put it bluntly, what we have to do is to control our appetites. THIS CAN BE DONE. Some people take the easy way out. They feel they just don't have the willpower to reduce the amount they eat. These are the people who take "slimming pills" which have the very desirable effect of reducing the appetite - they also have other effects which are NOT always desirable! For a variety of reasons, it is better for most of us to try and cut down eating without using drugs.

20

You can slim surely and safely without expensive aids - provided you develop better eating habits. So here are some general rules which really ought to make it possible for you to get into the habit of better eating. Then you will not only get your weight down, but will keep it there.

HERE THE LECTURER COULD ENLARGE ON THE THEME OF BETTER EATING HABITS.

30

These things bring us to a very important matter - a slimming campaign is not only a matter of eating less, whilst you will be requiring less food, you will still require adequate amounts of all the essential nutrients - Protein, vitamins, mineral elements.

Rules and Regulations

- 1 Registration fee and dues must be paid before anyone is permitted to become a member of "Weight Watchers."
 - 2 Each member is responsible for weekly dues as long as she is a member and should attend at least one meeting per week.
 - 3 Visitors and guests are not permitted to attend "Weight Watchers" meetings.
 - 4 A member must be credited for attendance at sixteen (16) consecutive meetings and lose at least ten (10) pounds to be eligible for a recognition award. A recognition award is given at the sixteenth (16) week. A second award depicting total weight loss is given when prescribed goal weight is reached.
 - 5 A member in good standing may attend "Weight Watchers" meetings anywhere in the world without payment of a new registration fee and such attendance will be credited as part of the consecutive meeting attendance.
 - 6 A member is permitted to attend as many meetings a week as desired at no additional charge, after paying the initial weekly fee.
 - 7 A member is under no obligation to continue with "Weight Watchers" and may rejoin any session, at any time, and be required to pay a new registration fee.
 - 8 A member may apply for "Lifetime Membership" when she has been on the "Weight Watchers" program a minimum of sixteen (16) weeks and has reached her prescribed goal. Lifetime members are permitted to attend one meeting per calendar month without charge, provided the member attends one meeting a month and does not exceed her prescribed goal weight by more than two (2) pounds.
 - 9 "Maintenance Plan" classes are available to any member of "Weight Watchers" who has reached goal weight.
 - 10 A member who has reached her prescribed goal weight after attending a minimum of eight (8) consecutive weeks is also eligible to attend "Maintenance Plan" meetings, in accordance with the Rules and Regulations for the "Maintenance Plan." Attendance at "Maintenance Plan" meetings for eight (8) consecutive weeks will be credited as part of the consecutive meeting attendance for the purpose of receiving awards and applying for "Lifetime Membership" in "Weight Watchers."
 - 11 A member is entitled to only one (1) copy of this Handbook. Additional copies cannot be issued.
- "Weight Watchers" strongly advises that you consult with your physician before embarking on this program to lose weight.**

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Exhibit S (Part) - "Eating Management
Techniques" (or "Modules")
"How to Get Set"

This is one of a series of **EATING
MANAGEMENT
TECHNIQUES**

*developed by
Weight Watchers
International, Inc.*



WEIGHT WATCHERS®

How To Get Set

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Exhibit S "Eating Management
Techniques" (or "Modules")
380. "How to Get Set"

How To Get Set

Dr. Richard B. Stuart

Psychological Consultant, Weight Watchers International, Inc.

We all give ourselves inner messages which get us set for the actions we then take. These messages don't always determine what we do, but they have an important influence upon the decisions which we make for two reasons:

- a. We tend to give ourselves the same messages over and over.
- b. The way we think about our choices is determined by these messages.

For example, the person who constantly repeats the phrase, "I can't do it" usually does not begin to think about ways of taking constructive action. This person has to be helped to move from "I CAN'T" through "I WON'T" to "I WILL." Whenever we hear "I CAN'T," we should think, "I WON'T," and then--if the goal is important enough -- we should plan a course of action, so that "I WILL" becomes the inner message.

HOW DO THOUGHTS AND ACTIONS OPERATE?

Most of us start off with a thought and the feeling which goes with it. For example, there is the person who thinks that it is impossible to meet new people, and he or she feels very unhappy about the isolation which this causes. As a result of the thought, "IT'S HARD" and the feeling, "I'M BLUE" no action takes place. Then, there is the person who says: "Making friends is difficult for me, but it is also important enough so that I will summon up my courage and approach some new people." This person is likely to take the necessary action by joining a new club, going on a church outing or just speaking with a new neighbor or co-worker. The pessimist who couldn't meet people, didn't act--and proved that meeting people was hard. The optimist, who knew that it would be difficult but valued the goal, took action --and proved that life could become more interesting with the stimulation of new acquaintances.

THINKING, AND WEIGHT LOSS

Many people who begin to think about losing weight give themselves some of the messages below. Did you tell yourself any of these? Or

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Techniques" (or "Modules")
"How to Get Set"

did you tell yourself anything similar? Please add to the list any of your own repeated thoughts.

1. Losing weight is so easy that anyone can do it. I just haven't made the decision.
2. Losing weight is impossible for me. There is no way that this dog can learn new tricks.
3. Losing weight is so painful that there is no way that I can endure the self-denial which it requires.
4. Other people love me the way I am. If I change, I may feel better about myself but others will not like it.
5. If I curb my appetite, something even more troublesome may crop up. For example, I might start to smoke again.

Any messages you can add? _____

There is some truth to each of these thoughts:

1. Losing weight is possible, and it does require choice.
2. However, losing weight is difficult and requires some retraining of eating habits.
3. There are times when it is necessary to refuse food which you know you would enjoy.
4. People have "grown accustomed to your face" and a change in the way you look may require them to develop new ways of interacting with you.
5. You will have to replace the satisfaction which you now derive from eating with more productive joys.

However, none of these messages seals your fate. Each poses a challenge which is an opportunity, not an obstacle. To help yourself rise to the challenge, to take advantage of the opportunity, you will have to get yourself set with new messages and actions.

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TRANSLATING CHALLENGE INTO OPPORTUNITY

There are three very important principles to follow in moving from thoughts which stifle action to thoughts which make change possible.

FIRST, BEGIN YOUR QUESTIONS WITH "HOW" AND NOT WITH "WHY."

"How" questions lead out of problems: "Why" questions cement one into the problem. "How" questions lead to answers which suggest solutions; while "Why" questions lead to answers which depict barriers to change. "How can I work out ways of following the Program eating requirements?" leads to a very different place from "Why am I having trouble?" The "how" question leads to ways of taking action; such as keeping track of stress times and planning alternatives, or planning ahead when meals are to be eaten out. Conversely, the "why" question can lead to dead-end answers, such as, "It has always been this way" or "I have to do this because it's the only way I ever learned to cope with stress." So forget about wondering "why" things happen and begin to direct your attention to wondering "how" things can be changed.

SECOND, THINK OF THE CHALLENGE IN SMALL STEPS.

People who think only in terms of full-scale solutions, instead of steps toward the solution, suffer almost as much as those who spend most of their time wondering "why." Large problems are solved in small steps. If you wait until you reach the long-term goal before you give yourself credit, you'll have a long time to wait. On the other hand, if you think of larger goals as a series of smaller goals, then the solutions will become more apparent and you will have an opportunity to experience more frequent success. For example: "How will I get through the weekend eating only the foods specified on the Program?" can be somewhat frightening. However, "How will I plan my eating Friday evening?" (or even "from 6 p.m. to 8 p.m. on Friday?") are more manageable questions, and ones which give you an opportunity to succeed several times during the weekend.

THIRD, PLAN FOR SUCCESS, NOT FOR AVOIDANCE OF FAILURE.

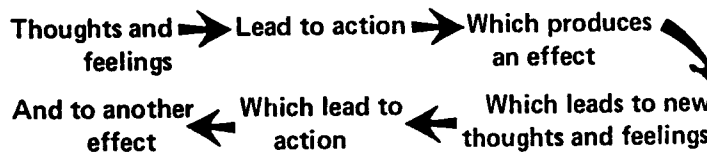
If you ask "how" questions and think of the opportunity in small steps, it is more likely that you will plan for success, instead of for the avoidance of failure. If you do plan for success, then you will be on the watch for positive opportunities. On the other hand, if avoiding failure is your major goal, your vigilance will be directed toward picking up every stone to find the trap. In that case, you will miss many opportunities for success and you will allow yourself to magnify the

Exhibit S "Eating Management
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importance of minor obstacles. While positive planning is not a guarantee of success, negative planning is almost a sure route to failure. Therefore, positive plans, which are concerned with the "how" of goal attainment in small steps, are a good prescription for getting yourself set for success.

ONLY YOU CAN DO IT.

The "one-two punch" of changing the way a person acts is a change in thinking, followed by the change in action. The long - recognized cycle is:



You can interrupt this cycle by attempting to change your thoughts, your actions, or both. In this module, we would like to suggest that you plan a change in your thinking and that you carry this change into action. Only you can plan your thoughts, and only you can take new action. Once you take action, other people may be able to provide encouragement. For starts, it's up to you!

Think about the way the week will go for you. What obstacles can you change to opportunities? Please make a list of obstacles in the left hand column of the chart. For example: "the boss's cocktail party" or "Saturday night" might be obstacles. In the middle column, please rewrite these as opportunities which are concerned with: (1) how to change (2) in small steps (3) with a positive focus. For example, "eating before I go, so I don't snack, and having only a diet soda" may get you through the party; and "having dinner at 7 p.m. and a "milk shake" at 9 p.m., with some 3A vegetables at 11 p.m." may get you through Saturday night. In the third column, keep track of the number of times that you think about constructive actions by writing a plus (+), and the number of constructive actions which you actually take by making a star (*). Please bring your chart to class next week so you can share your experiences with your lecturer and classmates.

Exhibit S "Eating Management
Techniques" (or "Modules")
"How to Keep Track"

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How To Keep Track

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Exhibit S "Eating Management
Techniques" (or "Modules")
386. "How to Keep Track"

How To Keep Track

Dr. Richard B. Stuart

Psychological Consultant, Weight Watchers International, Inc.

We need four important tools when we want to develop a new skill:

1. We must have a goal.
2. We must know our exact starting point.
3. We must know the steps to take in moving from our starting point to our goal.
4. We need the motivation to take these steps.

For members of the WEIGHT WATCHERS Organization, the goals are well known: to lose weight and learn to keep it off. We all know that we tend to eat at least a little too much, a little too often. But how much? How often? And when? Without knowing answers to these questions, we can't be nearly as precise in planning our first steps as we would like to be. With this information, we can begin to make constructive plans for reaching our goals.

Completion of the food diaries will help you gain an awareness of what you eat. This module is intended to help you learn when and where you eat. Future modules will help you to identify and control some of the situations in which your problem eating occurs. And the support of your lecturer, fellow class members, family and friends will help you build the motivation which you need to take the necessary steps.

THE TECHNIQUE

How many hours yesterday were you aware of the food allowed on the WEIGHT WATCHERS Program? How many of the times that you ate did you stay within your food requirements? Were you more likely to eat these foods while you were at home? Or out somewhere? Unless you can answer these questions exactly, you will have a difficult time planning constructive changes in your management of food.

To help you answer these questions, you need what systems analysts call "feedback." Feedback is information about yourself. It tells you the direction in which you are heading and how much progress you are making. We get feedback from many sources. Our friends give us feedback. The scale and the mirror give us feedback. Among many other sources, we get feedback from the amount of work which we accomplish. Unfortunately, the feedback which we get in the normal course of our days is sometimes incorrect, often unsystematic and usually too late. To make headway in the difficult task of managing our eating, we need nothing but the best: We need accurate, systematic and timely feedback.

Exhibit S "Eating Management
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"How to Keep Track"

The technique which we can use to get feedback is called "charting." Charting is a way of keeping track of the important aspects of our eating, in a form which allows us to draw accurate and useful conclusions in time to take advantage of what we have learned. This process of charting has some very nice advantages. When the feedback is positive, charting offers reassurance and a well-deserved pat on the back. When things can be improved, charting offers a personally meaningful clue to the steps which can be helpful. The only problem with this "no-lose" method is that we may not take it as seriously as we should. Please remember that the charting which you are about to begin is as valuable to you as the compass is to the hiker trying to find his way out of the woods. He may get out eventually by trial-and-error, but he will get out a lot sooner if he uses his compass. You may reach the goal of perfection in following the Program's food requirements without charting, but you should have a much earlier success if you take this important step.

WHAT TO DO

Charting, as we will do it, involves two steps. First, it requires that you keep an exact record of some of the important aspects of your eating behavior. Then it requires that you draw some conclusions from the feedback provided by your records. The charts provide the basic information: The conclusions point you toward your next steps.

To start, look carefully at the illustration on the last page. You will find a column for each day of the week, a column headed "Time" and a "Totals" column. Please draw a line under the hour just before you wake up each day. For example, if you wake up at 7:00 or at a quarter past, draw a line under 7:00. Then carry the chart with you and after each hour throughout the day, please answer the question in the next column.

Under each day's heading are the words "On/None/Off." Under this heading, and opposite each hour, please write:

- "ON"** if you ate anything at all and it was part of the Program's food requirements. (To qualify for an "On," the food must not only be on the Program, but must be eaten only in the amount permitted.)
- "NONE"** if you ate nothing at all.
- "OFF"** if you ate anything which was not in accordance with Program requirements. (This could mean a food which is not on the Program or a quantity of food greater than that specified.)

**Exhibit S "Eating Management
Techniques" (or "Modules")
"How to Keep Track"**

Remember: Anything you eat or drink--except water, black coffee or tea--should be recorded. You don't have to bother writing what you eat, but you must record whether you eat foods or quantities "On" or "Off" the Program requirements, unless you answer "None."

That's all there is to it.

AN IMPORTANT CAUTION

Be as careful as you can to record every hour. If you miss an hour or two, please don't give up and leave it for the next day. Please just start from the point at which you remember and finish out that day. Many of us have the tendency to throw in the towel when things don't go exactly as we plan. Please don't give in to this common human tendency and do try to keep your record as complete and accurate as you can.

WHAT CAN WE LEARN?

At the end of each day, please add up the number of "On," "None," and "Off" hours that you have recorded, and enter this sum in the "Totals" column. Your "Stick-to-itiveness Quotient" is the number of "On" and "None" hours compared to the number of "Off" hours.

When your week is completed, look back over the results and add up the totals. For example, if you ate "On" the food plan between 8:00 and 9:00 on Monday, Tuesday, Wednesday, Thursday and Friday you would write "5" in the "On" column headed "Total." If you did not eat at this hour on Saturday and Sunday, you would write "2" under the "None" column headed "Total." When you have added up your weekly totals, look down the column. What are the hours in which you ate only the Program's food requirements or did not eat at all? Please write them here_____. These are your "legal" hours. What were the hours during which you never ate? Please write them here_____.

These are your "trouble-free" hours. What are the hours in which you ate foods which were not included in your Program requirement? Please write them here_____. These are your "target for change" hours. What can you learn about those hours which pose a problem for you? Where were you at those times? What were you doing? Were you alone or were you with someone? And what can you do to help make it easier for yourself to follow the Program requirement next week? Please look over your own record and draw your own conclusions. Then please bring your chart to the next class so that you can share your results with your lecturer and other class members. Give them a chance to recognize what you have achieved and to offer suggestions as to how you can do even better next week.

Exhibit S "Eating Management Techniques" (or "Modules")
"How to keep Track"

EATING CHART

Time	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		TOTALS	
	On	Off	On	Off	On	Off	On	Off	On	Off	On	Off	On	Off	On	Off
7:00																
8:00																
9:00																
10:00																
11:00																
12:00																
1:00																
2:00																
3:00																
4:00																
5:00																
6:00																
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10:00																
11:00																
12:00																
1+																
TOTAL:																

Exhibit S "Eating Management Techniques" (or "Modules")
"How to Keep Track"

Exhibit S "Eating Management Techniques" (or "Modules")
"How to Keep Track"

EATING CHART

Time	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		TOTALS	
	On	Off	On	Off	On	Off	On	Off	On	Off	On	Off	On	Off	On	Off
7:00																
8:00																
9:00																
10:00																
11:00																
12:00																
1:00																
2:00																
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5:00																
6:00																
7:00																
8:00																
9:00																
10:00																
11:00																
12:00																
1+																
TOTAL:																

Exhibit S "Eating Management Techniques" (or "Modules")

Exhibit S "Eating Management
Techniques" (or "Modules")
"How to Break the Chain"

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How To Break The Chain

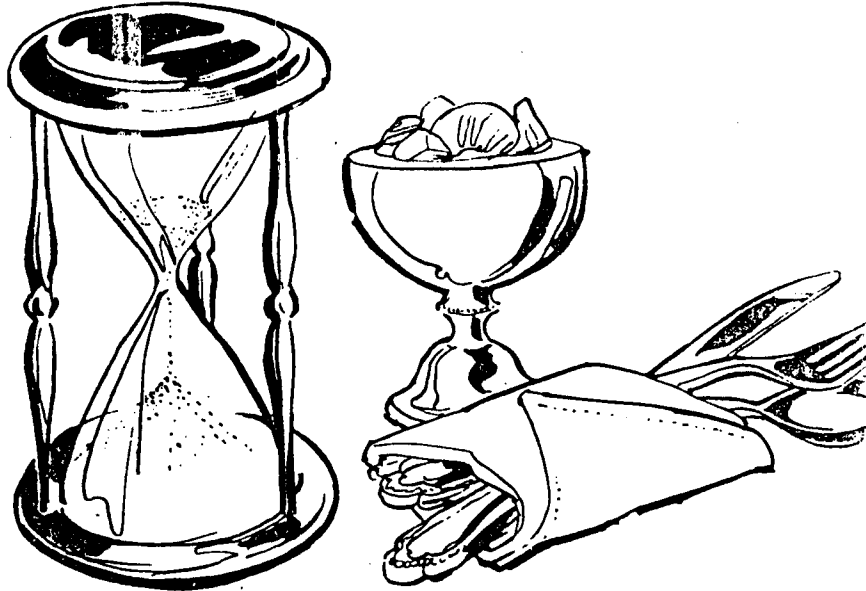
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Exhibit S "Eating Management
Techniques" (or "Modules")
392. "How to Break the Chain"

How To Break The Chain

Dr. Richard B. Stuart

Psychological Consultant, Weight Watchers International, Inc.



We have all heard the expression that "a chain is only as strong as its weakest link." Some chains of behavior lead us to positive goals. For example, we start a work project by making a plan and following a series of steps until the plan is completed. We think of an idea for a new career and follow a series of steps which lead to our first day of work. However, other chains are negative. These are the ones which bind us to the habits of improper eating and other self-defeating routines in our lives.

We all know that chains of good intentions can be broken when a single link is weak. If we go to one store and find that some of the materials needed for our project are unavailable, we may not go to a second store. Or, if we have a setback in trying to gain admission to a job training program, we may give up the idea and continue to stay at home. Fortunately, the chains which bind us to problematic goals can also be broken by attacking the weak links.

We would like to show you one way to break the chain of problem eating at mealtimes. Many people are aware of their between-meal eating problems, but few people can describe the difficulties which they

Exhibit S "Eating Management
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"How to Break the Chain"

have during the meal itself. This week we hope that you will develop this essential awareness.

TIME LINE OF EATING

Before coming to their first WEIGHT WATCHERS class, many people were in the habit of skipping one or two meals during a day, only to "eat a little something extra" in the evening. When the truth was told these little snacks added up to a good deal more than three well-planned meals would have totaled. So the first thing which you need to do is to learn to eat three well-planned meals every day. However, even while you are eating your "three squares" you may still be persisting in some bad habits.

Have you noticed that most overweight people tend to finish the food on their plates faster than their normal-weight companions? Do you know that no matter how much food we eat, it takes approximately twenty minutes for our stomachs to signal our brains that we have had our fill? No matter how much we eat in that twenty minutes, we cannot speed up the signal process. Therefore, if the duration of the mealtime can be expanded a little--long enough for the so-called "satiety signal" to tell us that it is time to stop eating--we will be just as satisfied with less to eat. In other words, the longer it takes you to eat your normal portion, the more likely you are to feel satisfied by your meal. Now, the only problem is how to work out ways of extending the amount of time devoted to eating. Incidentally, as the meal begins to last longer, not only will you have the desire for less food, but you will also get more enjoyment from what you are eating. You will get the most from the food: its appearance, its taste, its texture and its smell--four important qualities of the foods which we eat. (Would you like a quick test of your eating speed? How many people can tell whether a slice of carrot feels smooth or like a washboard to the tongue? Does the carrot tend to taste sugary or salty? Can you feel the seeds in a tomato with your tongue? And what does the smell of cucumber remind you of? Test your food-sense I.Q.)

STEPS TO FOLLOW

The following three steps will help you to slow down the rate of your eating, so you can enjoy food more while consuming less. These steps will also help you to develop an eating pattern, which will allow you to feel more at home when you're at the table with normal-weight people. Not everyone needs each of these steps: Many people may have already gained reasonable control of their rate. However, we ask each of you to follow all three of the steps for this week, at least, and to continue if you find these steps helpful.

Exhibit S "Eating Management
Techniques" (or "Modules")
"How to Break the Chain"

FIRST STEP: Wrap your utensils in a napkin and wait three minutes before starting to eat.

To do this, you will have to have a watch or clock handy. Notice the time when you sit down to the table. If you are alone, please wait for just three minutes to pass. If you are with others, carry on your conversation but wait three minutes after they have begun the meal.

SECOND STEP: Each time that you put food in your mouth, set your utensils down on the plate and wait until the food has been completely swallowed.

Many overeaters tend to put food into their mouths before they swallow the preceding mouthful. This leads to poor chewing and, also, to the consumption of an excessive amount of food. If you develop the pattern--which can become quite automatic after a while--of putting down your utensils between each bite, you can develop quite a satisfying rhythm to your eating.

THIRD STEP: If you are ready for dessert within less than twenty minutes after you begin eating, wait approximately ten minutes before having dessert.

Often, we rush through our main course and arrive at dessert. Being eaten a great deal in a very few minutes. When this happens, we are very likely to eat an unnecessarily large amount of dessert. Sitting at the table without eating is difficult for many people. If you are eating alone, leaving the table long enough to wash the plates or to watch a news broadcast can fill the time. If you are eating with others, asking everyone to relax and converse for a while can help to pass the time. Or, all else failing, you can excuse yourself for a trip to the rest room for a few minutes.

Remember: The point of these steps is to help you s-t-r-e-t-c-h out the time that it takes to eat a meal, so that you can enjoy it more. Can you think of other ways in which you can achieve this goal? Please write down these ways in the blanks on the chart.

Then please write in this blank the name(s) of the people with whom you eat your main (noon or evening) meal: _____

(please turn to page 395)

Exhibit S "Eating Management Techniques" (or "Modules")
 "How to Break the Chain"

	STEP 1 Wrap utensils in napkin?	STEP 2 Place utensils on plate between bites?	STEP 3 Start dessert 20 minutes after meal began?	Day Total
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
Total Score for Week				

Exhibit S "Eating Management Techniques" (or "Modules")

Exhibit S "Eating Management
Techniques" (or "Modules")
"How to Break the Chain"

Please tell these people (or this person) that you have committed yourself to taking the steps in the list and ask for their help. They can help you by expressing interest in your task and recognizing each successful action. Each time that you take a step and begin to break the chain of rapid eating, please credit yourself by checking off the proper box on the chart. At the end of the meal, count the number of checks which you have earned and write the number in the "Day Total" column. A score of "3" is perfect, unless you add a step or two. At the end of the week, add the seven-day total and enter it on the "Total Score for the Week" line. If you follow all three steps for your main meal every day, you will have a perfect score of "21."

If you have a perfect score, pat yourself on the back. If you have a less than perfect score, ask yourself the following question: "What can I do to make it more likely that I will take these steps tomorrow?" Please put your answers into practice. If you have difficulty, please discuss your problem in class next week, so that your lecturer and classmates can help you to succeed. And we wish you every success.

Exhibit T - Training Guides

TRAINING GUIDE

The Eating Management Techniques Program has been created to provide specific assistance to the member, in an atmosphere conducive to Group Involvement and delivered in an inspirational way using the individuality of the lecturer. Perhaps it can be best described to the lecturer in the following way:

Eating Management Techniques Program

E - Explain

M - Motivate

T - Task

P - Progress

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Explain why we are doing what we are doing. Motivate them to follow your suggestion. Assign a Task for them to follow. Progress should be the result.

The following random points have been assembled from your comments from the field. They are geared toward implementing the objectives set forth above.

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This is the exhibit marked "RBJ-19" referred to in the Affidavit of RICHARD BRUCE JAMIESON sworn 20 December, 1979 before me:

G. Harris
Solicitor

Exhibit T Training Guides

1. Those lecturers who have lived the modules and have kept their own charts are best at instructing their members to do the same. The lecturers who are faking it have the most difficulty. We urge you to convince your lecturers that only by living each module, in advance, can they receive optimum results from their members.
2. Lecturers should understand that, in one sense, the module program makes their job easier since they no longer have to struggle to find interesting ways in which to present the WEIGHT WATCHERS story - this has been done for them. However, they must still plan the method in which each of them will deliver the module program, making best use of their own experience and personality. 10
3. Suggest to the members that they buy inexpensive binders at their local stationery stores in order to accumulate the modules and create their own workbook. In many areas, a sprinkling of binders have begun to be seen as members bring them to class. In some areas, this number increases weekly and is an indication of the seriousness with which the members consider the program. 20
4. Group involvement will be accelerated when the member is somewhat familiar with the material. We, therefore, continue to recommend that modules be given out at the scale so that at least some members will be prepared to respond properly when the lecture begins.
5. If a member weighs-in and cannot stay for the meeting but has received a copy of the module at the scale, encourage her to read it at home and do the charting. It has been found, however, that members planning to leave will now often stay when they have seen the topic of the module. 30
6. Visuals can be used effectively but should never become the most important part of the presentation and should not be overemphasized.
7. As in all meetings, the format should have a beginning (introduction), a middle and an end (summary). Lecturers should create their own introduction by finding the best way they know to introduce the module for that meeting.

Exhibit T Training Guides

Similarly, the summary should be based on the members' input and a recap of the week's objective.

8. Every class will have some new members who are there for the first time. Lecturers should be sure to make them part of the group each and every week by giving them a brief description of what is going on, whether it be module week or feedback week. Without this indoctrination for the new members they will be confused and perhaps turned off.

9. Every member does not have the problem described in every module. Some members will have already licked the particular problem described by any given module. Lecturers should elicit group participation from these members. They should be asked how they can help others to be successful with this problem rather than allow them to sit quietly, feeling the topic of this meeting does not affect them. Lecturers should learn to use all members in Group Involvement. 10

10. The middle, the actual presentation of the module, should follow as closely as possible the outline of the module but in a manner which is most comfortable to the lecturer. 20

11. The cue cards created by International provide the way for the lecturer to follow the module in order. If lecturers are not comfortable with the cue cards, they should add their own comments on them. What they should not do is work with the module alone, even if properly underlined. Lecturers using this method tend to read directly from the module and do not create the greatest amount of interest.

12. Each lecturer should find a way to incorporate program during the module presentation and plan in advance the use of one or two pages of the Flip Chart illustrating certain Program information. 30

13. Lecturers should suggest to the members that they read the module when they get home in order to achieve the greatest effect.

Exhibit T Training Guides

14. Encourage the members to do the charting for the week, but do not overemphasize the assignment since it may cause some members to feel embarrassed or guilty if they do not follow the instructions. Hopefully, more and more members will do the charting as the weeks progress because they feel that it will help them, rather than that it will help them, rather than that they have been instructed to do so.

15. We know in advance that only a few members will return the charts in the beginning. Our research has shown that more charts will be completed as the weeks progress. However, some lecturers are discouraged when they find that members are not bringing back their charts. It is our responsibility to avoid this attitude on the part of the lecturers by telling them IN ADVANCE what to expect. They will not be discouraged if they know what to count on. We also know that in most cases, regardless of the number of charts completed, many, many members in the class are prepared to talk about their experiences as they relate to the modules. 10

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16. The printed pamphlet, INSTRUCTIONS FOR LECTURERS -- HOW TO USE EATING MANAGEMENT TECHNIQUES MODULES, contains the best synopsis of the entire program. We urge you to refer to this pamphlet over and over again in your training. Select certain paragraphs and work on them at various staff meetings in order to develop a thorough understanding of the module program.

17. Have lecturers use the check sheet in order to plan in advance.

18. When a lecturer is called to substitute in a class, she should be prepared to deliver the module which is scheduled for that week. 30

19. If a meeting falls on a legal holiday or on another occasion when the class will be closed, the following week the lecturer should conduct the module session or the feedback session scheduled for the prior week.

If it is a feedback session that has been rescheduled,

Exhibit T Training Guides

hold a brief feedback discussion the following week and proceed with the next module. The class is now in line with other classes in the area.

If it is a module session which has been rescheduled, proceed with the module which was due the previous week. The following week, conduct a brief feedback discussion and proceed with subsequent module. At this point, this class, too, is now in line with the other classes in the area.

Some lecturers report feedback week as being more stimulating and create more group involvement than module weeks. Yet, other lecturers find that feedback weeks are like pulling teeth. This difference from lecturer to lecturer occurs within the same franchise area and, therefore, while this can be related to the way in which the module was presented the week before, it can also be related to the techniques used in developing feedback. 10

Our next Training Guide will deal in specifics with "How to Conduct Feedback Meetings"

Please watch for it. 20

HOW TO USE EATING MANAGEMENT TECHNIQUE MODULES

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HOW TO USE THE NEW MODULES

What are "Modules"?

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A "module" is a unit or a component of a larger structure. These modules are units of a larger teaching package, developed as a means of teaching members how to be actively in control of their own eating behaviour. As you look through these modules, you will find that each one has:

1. A title which more or less summarizes its major content;
2. An explanation of how the module is expected to help;
3. A set of recommendations for actions which will help to solve the challenges posed by the module;
4. A means of keeping track of success in meeting the challenges;
5. An invitation to bring the results back to class.

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As you will find, there is one major theme running throughout all of the modules. This theme is : EATING FOOD AS SPECIFIED ON THE PROGRAMME IS NOT AN ACCIDENT OR A BLESSING, IT IS THE RESULT OF CAREFUL PLANNING AND HARD WORK. In other words, many of those who succeed in reaching goal do so because they make certain important changes in their environment, which make the management of eating easier. Each of these modules has been carefully tested in the classroom and refined. Therefore, you can rely upon the modules which you receive to help promote these changes.

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WHY MODULES?

The modules are intended to meet four important needs. First, they are a way of introducing a new kind of content into our classes. Members have asked for more specific help in learning how to control their problem eating. Suggestions have always been made in class, but not consistently and, at times, these suggestions have been the wisdom of only one lecturer. The Module Programme offers you an opportunity to bring members what they request and should have, in a systematic way which pulls together the wisdom of many different people.

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Second, the modules offer members an opportunity to individualize part of the Programme for themselves. Each module is written in a manner which asks the members to give a little information about themselves and then to use this information in planning their own actions. By asking every member to make these plans and to take these actions, we make it more likely that all the members will follow along in class. This will enable them to find something personally relevant in every class.

A third way in which the modules are intended to help is through reminder of actions to be taken throughout the week (which are provided by each module) and of ways for members to keep track of their successes and continued challenges. This is a cuing function, intended to help members to think more often about the wisdom learned in class and to use this knowledge constructively in their own lives.

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Finally, the modules are also intended to help you, the lecturer, in planning your classes in a useful way. The modules are not intended to be an entire class, nor to replace other kinds of planning which you regularly do. But each module is intended as a means of constructively using from 10 to 30 minutes of every class.

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Therefore, if used well, the modules can help both members and lecturers to make the WEIGHT WATCHERS programme more successful.

How Should the Modules be Used?

It is best to plan ahead for the use of every module. First, use the module yourself for seven days, following all of the steps and keeping all of the records. Then, prepare some note cards for your use during class. These cards should contain a few key words, and all of the questions and suggestions contained in the module. Finally, you may wish to prepare some visual materials to use in association with the module.

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Please pass out modules to members during the weigh-in time and ask them to glance through the material before the class begins. However, do not assume that members will read the material at that time. Present the module as though the material is being encountered for the first time. You may choose to read a paragraph or two directly from the module. However, expressing its content in your own words, with illustrations from your personal experience with it, is a better way of communicating the important ideas.

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Please select members to answer aloud any questions which do not require written answers. For those questions requiring written replies, please ask members to enter their answers in the module during class. Then, please select members to read aloud the answers which they have just written. Use any of these answers as an opportunity to allow members to address one another. This can be done by asking member B whether she could follow a suggestion made by member A, and by asking member D to suggest solutions to a question raised by member C.

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In that way, you can move beyond the familiar sequence of:

- (1) Lecturer Asks (2) Member Answers (3) Lecturer Asks Again

Instead, the sequence which you will be trying to achieve is:

- (1) Lecturer Asks (2) Member Answers (3) Another Member Responds to Answer

During the following week, ask members to discuss their experiences in following the module. Ask to see charts or other records. Using the information available through these discussions, identify new ways of helping members to achieve the goal of eating management, as set forth in the module.

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What Can you Expect?

The module approach is a novelty for members who have been in class for some time. They are likely to need some help in making a transition to the module approach. Even new members will need some help in learning that you do, in fact, expect members to follow through on the record-keeping and action changes specified in the module. In our field testing, members have been almost unanimously positive about this approach but they have also been hesitant to keep the records and make the changes requested. Therefore, during the first week only a few members will bring completed charts to class, although several will say that they followed the steps. From module to module, however, this number will grow and reach approximately half of the class.

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Another thing which will be obvious to you, as you read the modules yourself, is that not all of the contents of any one module will necessarily be appropriate for all members. Put another way, some material may not apply to individual members, either because they have already made the changes or because the changes are not needed in their lives. These members

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should be drawn into the discussion by asking how they met the challenge if they have been successful; or how their life situations differ from those portrayed in the module.

In addition, some members may question the necessity of the amount of detail in the module, or may prefer alternative ways of achieving the goals set forth in the material. You can respond to these members by pointing out that the modules have been experience tested in a variety of settings, and that their usefulness for many people has been established. However, that does not mean that the modules contain the only answer either, nor even the best answer for every individual. Therefore, you can focus on the ways in which each person believes that he or she can master that aspect of the eating situation which is being discussed, and pool the wisdom of these members with that of the others in a most creative and helpful manner.

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Finally, it should be stressed that the modules represent an effort to reach a very large goal -- the development of new eating patterns -- through a series of small steps. The larger implications of the steps may not always be obvious to members who, naturally, would like to achieve a great deal very quickly. But we have learned that these complex behaviour patterns can only be developed in stages, and that each module represents one such stage. It does not matter which module the member encounters first, because each module is independent of every other. However, it would be wise for the lecturer to stress that, because the modules are building blocks to an important change, members should continue to follow the recommendations for as long as they are discussed in class.

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TRAINING GUIDE #2

HOW TO CONDUCT FEEDBACK WEEK

By now, you will have become familiar with the Module Program. You will have used the modules yourself at least one week before introducing them to your members. During the introduction of each module in class, you will have gained experience in:

- A. Introducing the theme of the module.
- B. Involving members in a discussion of how the theme applies to their particular situation. 10
- C. Encouraging the members to take the specific personal actions recommended in the module.
- D. Motivating the members to reread the module during the next week.
- E. Encouraging the members to make note of their progress on the charts provided.

So far, so good ... but what about the feedback week of module discussion? The module itself provides the structure for the first week. What are the guidelines for the feedback week? 20

GUIDELINES

- 1. It is important to plan the feedback class for each module as carefully as you have always planned your classes.
- 2. Refresh your thoughts about the module before coming to class reviewing last week's cue cards, then work with your "Feedback Week" cue cards. Add your own personal notes to them.
- 3. As you weigh the members at the scale, you should try to spot and be alerted to positive reactions to the charting. In this way, you will be certain to develop group participation by calling on people you know have contributions to make. 30
- 4. Inspiration and encouragement to "chart" for the member who is disinterested in charting must come from the excitement of the members who have kept their Personal Profile (charts) and have thus acquired the knowledge needed to make changes. We know as the weeks go on, more and more members will take advantage of these Personal Profiles (charts) and bring them back. 40

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5. You will find that members will fit into one of the following four categories:
 - A. Some members will have kept the charts and will have made progress in managing their eating.
 - B. Other members will have skipped the charting but will still report progress in eating management.
 - C. Still other members will have charted but not make the changes which they hoped to achieve.
 - D. Finally, some members will have forgotten; tried but given up without much effort; or will have tried hard without charting and without success. 10
6. What do all of these members have in common? They all came to class to work on gaining control over their eating habits, and they have all made a commitment to achieving this goal. Therefore, every one of the members should be praised for their efforts--whether they charted for 1 day, for 7 days or not at all.
7. In addition, every member has something to contribute to the discussion:

Members who have kept the chart - whether they brought it back or not - can talk about the Personal Profile (chart) that resulted. 20

This new knowledge about themselves will lead to action that results in progress.

Members who merely read the module without charting can also talk about new knowledge they have acquired and any progress it helped them make. Never chastise members who failed to chart.

Members who say "this doesn't apply to me" have obviously licked the problem described in the module, and can talk about their technique of "coping". 30
8. Discussion must focus upon HOW TO MAINTAIN SUCCESSFUL CHANGE or HOW TO START TO MAKE DESIRED CHANGES.
9. There should NEVER be discussion of "WHY" members did or did not do certain things. Please remember that "How" questions lead to constructive answers. "Why" questions merely lead to rationalizations which limit the chances of success in the future.

10. Refer to your own chart to stimulate discussions.
11. Feedback week should answer these questions for the member:

What did you do?
What success did you have?
What did you learn?
How will you change?
What personal action have you planned for next week?
How will you make the change permanent?

OUTLINE FOR CONDUCTING FEEDBACK CLASSES

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1. Begin with the usual greeting and brief warm-up.
2. Distribute the module to new members and those who were absent the previous week.

For the benefit of new members, briefly discuss the objectives of the Eating Management Techniques Program.

Stress the fact that the use of the charts will result in a Personal Profile (chart).

3. For those who were absent the prior week, as well as for the benefit of the entire class, restate (or ask several members to restate) the theme of the module and give a brief synopsis of its contents.

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Repetition is an important means of strengthening learning.

4. Ask every member to contribute --
 - A. Members who are successful (regardless of how much charting they have done) can tell how they did it.
 - B. Members who feel they have already solved this particular problem can share their technique.
 - C. Members who experience difficulty in reaching the selfmanagement goal for the week can share their problems with others in search of a solution.
 - D. Every member has ideas that can be useful to every other member in meeting the challenges that face all.

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Exhibit T Training Guides

5. Show the class your own completed chart from the week's module and discuss your experiences pointing out --
 - A. What you learned.
 - B. How helpful it was to keep track of your progress and/or the changes which you experienced.

This will result in members' discussion of their experiences during the week.

6. Select several members who charted for several days to discuss what they learned, the helpfulness of feedback and/or the changes which they experienced. Discuss any difficulties which they encountered and how they can meet the challenges. 10
7. Then ask who made an attempt to change their behaviour but either did not record their progress or did so for only one or two days. Ask them what changes they have encountered.
8. Without asking people to identify themselves, address yourself generally to members who found the task difficult. Suggest some problems which you have perceived from the scale and from the general discussion. Ask for suggestions as to how these problems can be overcome. 20
9. Since no assignment is given on feedback week, encourage those members who did not keep the chart to do so this week. Those members who benefited from their new knowledge must be encouraged to make the change permanent.
10. Conclude with a recap of individual learning experiences, using members' name -- i.e., Mary learned how to eat slower; Jane learned how to make dinner more satisfying, John learned, etc., etc.
11. Close with a preview of next week's module. 30
12. Feedback will not always fill the entire meeting time. Therefore, you should always have a short theme available for use for the period of time which may remain after the module discussion. It is always appropriate to have ready an interesting Food Program presentation.

Exhibit T Training Guides

DOs and DON'Ts FOR FEEDBACK WEEKS

DOs	DON'Ts
<p><u>DO</u> Remember to stress to members the importance of rereading the module several times during the week. It is always difficult to develop new habits and rereading the module can greatly increase each member's attention to the task at hand.</p>	<p><u>DON'T</u> Assume that because you may have already licked the problem that it will be easy for others who will only have to hear the message once.</p>
<p><u>DO</u> Be prepared to ask members how they used the principle in the module to meet other challenges if they feel that the specific topic of the module does not pose any difficulty for them.</p>	<p><u>DON'T</u> Assume that the member's lack of success in each area is your failure to motivate. Simply help the member to see the way in which he or she generalize the principle to his or her particular problem. 10</p>
<p><u>DO</u> Build upon the principles in the modules by asking members how they can extend the principle to the management of other eating problems.</p>	<p><u>DON'T</u> Feel limited to discussion of only the words printed on the module, giving up the opportunity to broaden the scope of the message in the module. 20</p>
<p><u>DO</u> Remember that the key to effective teaching is helping members to find strengths in their own actions.</p>	<p><u>DON'T</u> Replace the opportunity to encourage and to praise with expressions of your frustrations that members may not have reached the goals which you hoped they would achieve. 30</p>
<p><u>DO</u> Ask members to suggest directly to others means of improving each other's success rate with the task set in each module. This builds members feelings of group support.</p>	<p><u>DON'T</u> Become a human "switchboard" replaying messages from one member to the other. This isolates each member from direct contact with the others. 40</p>
	<p><u>DON'T</u> Become a "member skipper" rushing from member to member without the necessary follow-through.</p>

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DOS AND DON'Ts FOR FEEDBACK WEEKS Contd.

DOS	DON'Ts
<p><u>DO</u> Remember to use the "Two question rule." When you have asked a member a question such as "What did you learn from charting?" - always respond to the answer with another question such as "How can you make it easier for yourself to make the change suggested in the module?"</p>	<p><u>DON'T</u> Become disappointed and feel that because they didn't bring the chart to class they did not make progress during the week.</p>
<p><u>DO</u> Be prepared to ask members about how they attempted to follow the recommendations in the module, whether or not they brought the charts to class.</p>	10
<p><u>DO</u> Reinforce those members who made some attempt at following the module and charting; even if they were unable to follow through.</p>	20

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EATING MANAGEMENT TECHNIQUES

TRAINING GUIDE NO. 3

HOW TO DEVELOP A MODULE INTO A WEIGHT WATCHERS MEETING

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The objective of this Training Guide is to ensure that, in presentation of the Eating Management Techniques Programme, we continue to use the skills of communication we have found to be so effective over the last 12 years in giving our members the "extra helping" of the new ideas and concepts in the modules.

1. In Training Guide No. 1, we gave the following guidelines for presentation of modules:
 - A. To provide specific assistance to the member in the solution of his/her eating problems. 20
 - B. To do so in an atmosphere conducive to group involvement.
 - C. And delivered in an inspirational way, using the individuality of the Lecturer.
2. To do this properly, we must know the message we get from the printed module, and how to "marry" that message to the methods we have always used in WEIGHT WATCHERS classes.
3. We now are working with the best of both worlds -- material that has been tested and found to be effective in the treatment of obesity -- communicated by the people who have had proven success in reaching overweight people. 30
4. Explanation (Module) + Motivation (Lecturer) + Task (Chart) = Progress.
5. Explanation and Motivation must be treated as two sides of the same coin. For every explanation of ideas in

Exhibit T Training Guides

each module, motivation must be given to induce members to do the Task (Chart) that will result in information that can lead to changes in eating habits.

6. The best way to communicate the twin ideas of Explanation and Motivation is to TEACH BY ILLUSTRATION. We've always done this -- but we called them "stories".
7. Therefore, each segment of ideas (as delineated by the Lecturers' Cue Cards) can be explained with a practical illustration (story).

This results in:

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Explanation of the message of the module
while holding the members' interest
and allowing the member to identify with the material.

8. Use of the questions on the cue cards makes group involvement an integral part of both explanation and motivation. Cue cards are a FLEXIBLE TOOL for the lecturer to use as a springboard for his/her own experience, knowledge and creativity.

9. Already, there are enthusiastic reports of members' experiences with modules. For instance, in one class, during feedback week for "How to Break the Chain", one member reported that his little son said, "Daddy, I'm glad you're not eating so fast anymore. Now I don't have to eat my favourite foods first. Thank your WEIGHT WATCHERS lady for teaching you to keep your hands out of my plate."

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These are the kinds of stories with the emotional appeal and common denominator of interest that have always resulted in enjoyable WEIGHT WATCHERS meetings. However, in reality, every story is a LEARNING EXPERIENCE. Each one makes a point that adds to the members' knowledge of a specific problem and a specific solution.

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Remember --- the modules are the "extra helping" --- designed to add a specific new dimension to what we already have. It is important to remember that we want to keep the empathy, compassion and rapport we have built up with our members over the years. Relating real experiences of real people builds credibility.

10. Since the "most real" person to the member is the lecturer, the lecturer must be able to insert:

- A. Her own experiences while living the module
(funny, sad, inspiring, etc.)

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- B. What the module taught her personally about herself.
- C. How she was able to change her behaviour as a result of this knowledge.

If the lecturer starts the ball rolling with her own experiences, the members will follow suit.

- 11. Staff meetings, also, become better learning experiences and a better source of material for the lecturer if some time is devoted to "I have a member who _____". This results in a compilation of members' learning experiences in the form of enjoyable stories which will be most valuable on the second "go-around" with the modules. Attached you will find a sample letter which you might wish to send to lecturers in order to develop story feedback. We are also enclosing a form for lecturers to use. These stories can be edited by the trainer or area director to emphasize members' learning experiences and resulting progress. 10
- 12. Charting - To build credibility for the need to do the charting and the worth of the information gained by charting, the same concept of "teaching by illustration" can be applied: 20

Example: Here, we make the analogy between the new concept - charting - and the old concept - discipline:

We've heard a great deal at WEIGHT WATCHERS classes about the joys of the thin world. Our imagination and desire to be thin was fed by beautiful word pictures of what we will look like thin, and compliments, and talk of the sense of selfworth and accomplishment that would be ours. And then, after all the glorious pictures were drawn, a new word crept in --- DISCIPLINE. Without discipline, we were told, the joys of the thin world could never be ours. At first we didn't like the word discipline or the control that it implies --- but we accepted it --- and it worked. We got thin. 30

Charting is the discipline of the Eating Management Techniques Programme. We've described the problem, and we can give you an alternate behaviour --- but not without discipline strongly aided by charting.

EATING MANAGEMENT TECHNIQUES DEVELOPED BY
WEIGHT WATCHERS INTERNATIONAL INC

"Description of 12 Eating Management Techniques Modules"

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1. HOW TO GET SET

The purpose of this module is to give members an understanding of the way in which thoughts about their life and their life situation has an impact upon the things that they do.

Most of what we know about the world, we know through our own reactions and our own thoughts. We attend to our own thought processes far more than we attend to any of the events around us. Therefore, if we can manage our thinking in a constructive way, it greatly increases the likelihood that we will be able to manage our behaviour constructively. How to Get Set is a module designed to train members in thinking slightly differently about the way in which they approach the major factors that influence their eating and their eating behaviour.

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We tend to give ourselves the same messages over and over again. That means that we have constant repetitions of the cues to action which are our thoughts. The way we think about our choices is determined by these messages. If we think, "I can't, I can't, I can't" -- then action will be impossible. Why will it be impossible? Because success cannot occur. The words "I can't" usually can be better understood as, "I won't". If you can't, then change is impossible. If you won't, change is possible, and the first change that must take place is to translate, "I won't" into "I will". Therefore, the purpose of this module is to help members see the importance of the transition from, "I can't" to "I won't" to "I will". From an absolute barrier to action to a realization that the barrier is a choice-to a decision that constructive action will be taken.

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The module is organised in a way that attempts to invite members into its logic by discussing some of the reasons that

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they may have used for not deciding to attempt to manage their weight. For example, many members may have told themselves, "Losing Weight is so easy that anyone can do it -- I just haven't made the decision." Others have said, "Losing weight is impossible for me -- there's no way that this dog can learn new tricks." Still others might have said, "Losing weight is so painful that there is no way that I can endure this self-denial that it requires." By asking members to talk about some of the negative thoughts that they used before they came to our classes, we can help the member join into the theme of the thread of the module and then we can show the member how translating, "Losing weight is so easy that anyone can do it" into "Losing Weight is possible and it does require a choice."

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Such a transition can greatly increase the likelihood that members will take appropriate, constructive, personal action. In other words, by thinking constructively about a problem, it is possible to translate an obstacle into an opportunity. In making this change, it is necessary, first, to begin by asking the proper question. No solution, no correct solution, can follow an improper question. If one wonders continuously, "Why do I do the things that I do?" One gets lost in infinite regress of endless questions because the answer to every why question lead to another why, and thinking and pondering is endless. Instead of asking "why" questions, it is much more important to ask, "How can I solve this problem?" Not, "Why did I eat something that I shouldn't have eaten?" but, "How can I manage to stay to follow the Program as I believe I should?" Once "why" questions have been translated into "how" questions, the next challenge is to think in terms of small steps. Many people, for example, worry very much about over-eating during the weekends and on Friday evening. A member may say to himself or to herself "How can I ever get through the next two days?" Getting through the next two days is much more difficult than getting through the next hour. If members think in terms of hours instead of days, then the likelihood of constructive thinking is much greater.

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The first element of How to Get Set is the discussion of the importance of thinking in terms of success rather than thinking in terms of the avoidance of failure. If members will approach their problems in small steps, constructively formulated, they can then begin to plan for success, will attend to their own success, will attract attention for their success, and will be far more likely to avert error.

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The logic of the module is basically summarized in a diagram on page 6. The diagram shows that the way we think or feel influences the kind of action that we take. If we think or feel negatively, we are likely to act negatively. If we think

or feel positively, then positive action is likely to result. Our actions, in turn, determine the reactions of others. If we act in a positive way, then we are likely to produce positive reactions from others. If we act negatively, then negative reactions are the logical outcome. The reactions that we have from others, in turn, influence the way we think or feel. One way to interrupt a cycle, then, is to begin with a direct attack upon the way in which we think about our relationships with the world around us: Changing our thinking to make it positive and constructive; changing our thinking to emphasize the opportunities rather than the challenges; changing our thinking by stressing how changes can come about rather than why problems occur; changing our thinking to an analysis of our challenges in small steps rather than in impossible global situations and changing our thinking to anticipate success rather than to avoid failure can go a long way towards helping members achieve success on our Program. 10

II. HOW TO KEEP TRACK

The purpose of this module is to give members a means of keeping track of their own eating behaviour in order to be able to learn what times of the day are trouble free and what times are targets for change. 20

The basic concept of the module is the idea that feedback about one's own behaviour is a very important essential ingredient to learning how to plan changes in that behaviour. Feedback provides information or feedback reduces uncertainty about exactly what we do, when we do it, where we do it and the conditions under which we take our action. If we know when trouble times arise, if we can anticipate those times, there is much that we can do to prevent their occurrence. 30

Usually in life we get feedback about our behaviour which is incorrect, unsystematic and often too late. On the basis of this information, we think we know what we do, but we often labor under serious misconceptions. When you introduce the module How to Keep Track to your classes, some of the members may say, "We don't have to do that, we know that we eat between 3.30 and 5 p.m. in the afternoon...We know that when our kids come home from school and we give them snacks, we start to snack with them and don't stop until dinner." It's important to remind members that they probably don't do this every day; that they may have certain times when eating escapes their attention when they do it almost automatically. There may be times during the day when they are entirely successful in doing what they'd like to achieve and the purpose of the module is to help them identify both those times of great success during the day and the times when it's necessary to plan for change. 40

It's important to be careful, therefore, in introducing the module to help members overcome their initial resistance to How to Keep Track because they may not take the task as seriously as they should. Our results in using this module have shown that members' responses to the second week, in which the results of the first week are discussed, have been uniformly positive. It is likely that this module will provide members -- all members -- with information which will prove extremely valuable in managing their own eating.

III. HOW TO BREAK THE CHAIN

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In introducing this module to class, reaction is often found that people object to the idea of managing their eating during meals. Most people think of themselves as serious between-meal eaters, and few people realize that managing eating during the meal is every bit as important as managing between-meal snacks.

Research has shown that overweight people tend to eat more quickly than people of normal weight. This leads to several very undesirable effects. It means that, first of all, larger quantities of food are consumed during the normal mealtime. Secondly, it means that food tends not to be enjoyed nearly as much as it would if it were eaten more slowly, and, thirdly, overweight people tend to experience occasional social criticism and discomfort because of their eating behaviour. This module, then, is designed to help people slow down the pace of their eating, enjoy their food more and gain higher level of social comfort and social acceptance during their mealtime eating.

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The first step in the module asks people to wrap their utensils in a napkin and wait three minutes before starting a meal. Some members protest that they are quite uncomfortable doing this -- that they find it awkward or embarrassing to delay starting the meal until other members of their family have begun eating. Our experience, however, has been that this delay is rarely noticed -- that the interval is usually taken up with pleasant conversation and members can very easily and readily adapt to the delay technique.

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Secondly, members are asked to remind themselves to eat more slowly by placing their utensils down, on the plate each time that they have put food in their mouth -- to wait until they have slowly chewed tasted and swallowed their food before picking up their utensils. Once again, this is a very unobtrusive technique, will not be noticed by others at the table, and will help the member extend the duration of the meal to the point at which satiety or satisfaction with food can be

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experienced. Research has shown that it takes approximately 20 minutes for signals to move from the stomach to the brain to the stomach telling us that we've eaten enough. If we eat a great deal of food in that 20 minute period, we will experience the signal no more quickly than if we eat a small amount of food. Placing the utensils on the plate will help extend the period of the meal so that the experience of satiety can be had and people can feel satisfied with what they've eaten.

Finally, the next step is to ask members to delay approximately 10 minutes between the time that they finish their main course and the time that they start to have their dessert. Once again, the purpose of this step is to extend the duration of the meal so that there is more satisfaction experienced with a smaller quantity of food. Some members will say that it is disruptive for them to get up from the table and wash the dishes or attend to other chores while other members of the family are sitting at the table finishing the meal. It is possible, of course, for the member simply to sit and remain with the family while this 10-minute delay is experienced. Members who protest that they would rather not leave the table, may, of course, sit at the table, but they are nevertheless asked to wait 10 minutes between the main course and their dessert. If they find it difficult to sit at the table while others are eating, without themselves eating, then they can be encouraged to leave. 10

IV. HOW TO MANAGE EATING AT HOME

This module is an extension of the preceding module, Breaking the Chain. It is designed to help members gain further control of some of their mealtime eating as well as to begin to avoid problematic between-meal eating. 30

The basic logic of the module is that all of us -- overweight or not overweight -- have a tendency to overeat when too much of the wrong kind of food is too easily available. When problematic food is in sight and close at hand, we are faced with the necessity to make an endless series of decisions all of which result in self-denial. We must tell ourselves not to eat, not to eat. In order to avoid those painful choices and provide people with alternatives, this module is designed to help them bring their environment under better control.

First, the module discusses some of the alternatives to eating -- things like reading a book which you enjoy. It's easier to read a book instead of eating, if a book is available which you've already begun and which is your friend to begin with. It's much more difficult to start a book on page one than it is to pick it up at chapter 11. Having several books in the 40

house and available, which members have already begun to read, will make reading as an alternative to eating far more likely to occur. By the same token, having some craft projects, like sewing, available, will be very, very desirable alternatives to problematic eating. But if sewing involves setting up the machine, finding the materials, getting everything organized and spending 30 minutes in the process -- sewing as an alternative to eating is less likely to occur. Therefore, the first phase of this module asks members, not only to identify projects which they can use as an alternative to eating, but also asks them to arrange to have those projects readily available so that they can be begun with relatively small effort. Only then are they likely to be effective means of providing alternatives to eating. 10

During mealtimes, people are asked to rely on a very important psychological principle which tells us that the way in which we perceive our food influences the level of our satisfaction with it. If the same quantity of food is placed on 7-inch salad plates and 9-inch dinner plates, it will seem far more satisfying on the smaller plate than on the larger plate. Therefore, members are asked to use salad plates instead of dinner plates in order to help themselves in fact, gain more satisfaction with their meal. 20

Secondly, members are asked to arrange to have food served hotel-style rather than boardinghouse-style. Hotel-style means that plates are served with premeasured portions. Boardinghouse-style means that serving dishes are put within easy reach on the table and people can help themselves to unmeasured and repeated portions. It's much more difficult to resist overeating in boardinghouse-style serving than in hotel-style serving. 30

Thirdly, each member is asked to make certain that any time seconds are taken, the serving dishes for the seconds are placed at a sufficient distance so that a choice has to be made. In other words, if the serving dishes are on a sideboard, or on the kitchen counter, then the member must get up from his or her chair, walk over to the serving dish and take a second helping. That will provide an opportunity for several choice points in which the member can ask himself or herself, "Do I really want this?" "Do I really need it?" "Should I really have it?" 40

Finally, members are encouraged to eliminate one more problematic kind of overeating which is the eating that takes place in the kitchen in an effort to save table scraps from going to waste. Many members will immediately identify with the eating of scraps - with finishing the last half cupful of

cereal at the bottom of the dry cereal box - with eating all of the broken cookies so that only the whole cookies remain - with eating the crumbs out of the cakebox or the bread box - with eating the last gristle from the lamb chop bone - all of this eating counts. All of this eating is unnecessary and the eating can be readily avoided by planning ahead as to how table scraps will be handled.

V. HOW TO TELL WHEN YOU ARE REALLY HUNGRY

Everybody knows that it's very important to eat when we're hungry. But are we hungry as often as we think we are? The important purpose of this module is to help members make a very important distinction, that is, between hunger, which is a physiological need for food and appetite, which is a psychological need for food. 10

The major rationalization for eating between meals is that people are hungry - that they need food. The purpose of this module is to help members see that that need is more illusionary than real. The module begins with a discussion of some of the psychological meanings of food. This will give members an opportunity to express themselves in terms of some of the reasons and some of the ways in which they believe that food has an important psychological meaning for them. 20

The module then proceeds to help members identify a means of managing appetite as opposed to hunger. The steps are: When the member feels the need to eat, the member is asked to ask himself or herself a question, "when did I eat my last full meal?" If it has been in the last few hours and if the meal was a Program meal; that is, if it had all of the nutrients that are basic to the Weight Watchers International, Inc., Food Program, then the member can be assured that the need for food is psychological rather than physiological. The next question to ask then is, "Is there some physiological or psychological explanation for my appetite?" If there is a psychological reason, the members may want to think about ways in which they can change the situation rather than simply by eating in response to the situation. 30

To control eating, the module suggests that members, first of all, delay their eating for just 10 minutes. Some moods pass in just that short time. If the psychological need for food is not terribly strong, then it might be possible to simply wait out the mood so that it passes without a problematic eating response. 40

Secondly, if one is really hungry, then one will be prepared to eat any nourishing food and not necessarily food which is

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a particular favourite. Therefore, the module asks members to identify 3-A Vegetables and fruits from list 1 or 2 or skim milk allotted or diet sodas which can be used as snacks - foods which are not our favourites.

Members will have a good time talking about the foods which they like and the foods which they don't like nearly as much, and this module will usually be well-received by members who will readily identify with its content and enjoy the prospect of gaining control of appetite eating.

VI. HOW TO GET HELP FROM LOVED ONES AND FRIENDS

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We all live in a social world in which our interactions with the people around us are very important influences upon the kinds of behaviour that we emit. But many of us - including many of our members - would like to think that we can manage our own behaviour completely on our own. Therefore, some members will object to this module because they will say that they would like to be able to do it all themselves. Doing it all themselves is of course, a desirable objective. But doing it with help from others makes achieving goal more likely and a much more pleasant experience. Therefore, this module tells members how they can begin to help others help them in a way that will make reaching goal more likely to occur.

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The basic logic of this module is that attention is the single most important, most profound reinforcer of human behaviour. People will do very wild and wonderful things in order to get attention. We all look for attention in a multitude of different ways. This module attempts to train members in how they can get attention for their constructive behaviour.

The module points out that the way our social relationships operate currently, negative behaviour is far more likely than positive behaviour to get attention. A member who spends 12 hours a day very carefully following Program requirements and then makes one small deviation may be told by loved ones or friends that, "There he goes or there she goes again!" The loved one or friend means no harm, it's very easy to forget the 12 hours of great effort for the 5 seconds lapse. This module is designed to help members familiarize their loved ones and friends with the importance of attending to positive behaviour and paying much less, if any, attention to negative behaviour.

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Secondly, the module attempts to help members realize that in order to change the behaviour of their loved ones and friends, they must change their own behaviour first. That is, they must ask their loved ones and friends for the kind of help

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which they would like to receive. Many members will say, "I'm too selfconscious for that - I can't trouble the other people, it's not important to them - it's only important to me" or as I said earlier, they will say, "I want to try to do it myself."

The lecturer is urged to encourage members to take this socially assertive step and to make the effort to help others give to them the kind of help which they would like to receive.

The next Training Guide will
deal with the next 6 modules.
Please watch for it!

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EATING MANAGEMENT TECHNIQUES DEVELOPED BY
WEIGHT WATCHERS INTERNATIONAL INC.

TRAINING GUIDE NO. 5

"Description of 12 Eating Management Technique Modules"

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VII. HOW TO AVOID TEMPTATION

The purpose of this module is to help members learn ways to eliminate those thousands of choices - to eat or not to eat - which they normally make during the week in which temptations are ever present.

The module is generally well received by members with a single exception: One of the steps of the module asks members to please make certain that eating becomes a pure experience; that is, members are asked not to watch television while they eat, not to read while they eat, not to knit while they eat, not to engage in any activity other than social conversation during the time that they eat. Some members will say, "Oh, but I always take a milkshake while I watch television at night", or, "I can sit in front of the television all day and eat only 3-A vegetables." The important point to make is that if any eating is paired with the watching of television, then turning on the television set serves as a kind of signal bell for members telling them that it's time to eat. Some members can manage this crisis kind of situation ... but most members have difficulty in doing so. Therefore, members are asked in this module to try to restrict their eating from any kind of association with other activities which are not food related but which will lead members to think about eating when eating is unnecessary.

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Members are asked to first go through the house and make sure that all food is where it belongs in an appropriate storage place in a kitchen or in a basement. Secondly, members are asked to look carefully through their kitchens to make sure that problematic foods are the least visible, are the most difficult to find.

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When food is out of sight - when it's not readily at hand - when eating is not paired with any other activity but eating itself and having social conversation, then temptations can be avoided and members will have a much easier time of following the Programme requirements. Therefore, lecturers are urged to help members see that, even though they feel that they have successfully mastered eating while watching television or studying or while reading, that they are exposing themselves to temptation - not only at those times, but at others - simply because eating has been paired with non-eating activities. 10

VIII. HOW TO DEAL WITH DISCOURAGERS

This module is a companion piece to How to Get Help from Loved Ones and Friends. Therefore, some members will have a problem in accepting How to Deal with Discouragers just as they did in How to Get Help from Loved Ones and Friends.

The purpose of How to Deal with Discouragers is to give members some instruction in how they can constructively help others to help them. Members' objections will take the form of statements that they would really like to be able to do it themselves so that all the credit is theirs. Lecturers can point out that members will get deserved, considerable credit for training others in how to help them do the things which are important to their following the Weight Watchers Programme. Other members will object that there is nothing they can do that husbands and wives or children or parents or friends have always offered them food which they shouldn't have and those people cannot learn a new way. We have found that, in fact, those people can learn other ways if the member will accept responsibility for doing what psychologists call re-programing the social environment - helping others to help us. 20 30

The module tries to build a model of some of the motivations that pressure feeders might have for offering food. Some people very genuinely believe that WEIGHT WATCHERS members do not want to stay on Programme - that they're doing something that they don't want to do. The pressure feeder then believes that he or she is offering help to the member by giving the member an opportunity to eat foods which are not on the Food Programme. Other pressure feeders actually believe that eating too much food is good for us. Many of us were brought up to believe that fat babies were healthy babies. Still other pressure feeders believe that food is a token of friendship and that not offering food - or not repeatedly offering food - is an indication of stinginess or non-acceptance. Finally, some pressure feeders would simply like to eat themselves and, if the member eats along with them, then that food can be eaten without any discomfort. 40

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The module gives members an opportunity to speculate about some of the reasons why people might pressure feed, but then it encourages them to take a very, very important constructive action. It instructs members to recognize the good intentions of the pressure feeder, but then to refuse the food and to make these refusals clear and consistent. Certainty and consistency - as opposed to sometimes saying "yes" and sometimes saying "no" - are terribly important elements of constructive dealing with discouragers. In helping members acquire the skill in saying "no" in a constructive way, lecturers are urged to ask members to turn to one another to offer each other food and to practice saying "no". The practice and the feedback which members receive will help them to develop a skill in class which will be invaluable to them in their own homes. Therefore, lecturers are strongly urged to allow sufficient time during the class period for members to have an opportunity to practice constructive "no" saying behaviour several times. 10

IX. HOW TO MANAGE THE BLUES, TENSION ...

There are three very important underlying concepts in this module: 20

The first is the idea of the vicious cycle. The vicious cycle is an event which triggers some kind of negative emotion which leads to eating as a kind of security blanket reaction, which leads to the realization that we've gone off Programme, which leads us to feel blue, unhappy, angry and frustrated and then that emotion is used as a justification for further eating. Therefore, a vicious cycle is established and it goes on and on and on ...

The second important concept of the module is the idea that moods do not have to be endured. That moods can be changed - that we are not the helpless victims of our own feelings, but rather we can take constructive action to change the way in which we feel and ultimately then to change the way in which we eat. 30

Finally, the third basic concept of the module is the idea that constructive behavior is an overt action - it is something which changes the environment. It is not simply words, but it's deeds. Mohammed said, "When man gets to heaven, he will be asked not what did you say in life, but rather what did you do." Members who read this module are asked not merely to think differently but rather to take action that will enable them to change the way they feel. Instead of indulging the blues, they are encouraged to ask themselves, "What would I be doing if I were not blue?" - and they are urged to act as though they were not blue. Acting as if they were not unhappy will enable them to have some experiences that will 40

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increase their happiness and drive away the blues. By the same token, members who are tense are asked to ask themselves, "What would I be doing if I were not tense or if I were releasing some of my tension?" - and they are then urged to take those actions. Once again, by taking those actions, tension can, in fact, be relieved and people can avoid some of the problematic eating that responds to stressful moods. Each of these questions, then, is an action question. And each of these questions leads to a doing and not thinking answer.

Members can be very constructively involved in the discussion of this module in class by talking about some of the feelings which lead them to want to eat and some of the ways in which they can ask questions to plan constructive behaviours and then some of the ways in which they can carry out those behaviours and drive away a problematic mood. This involvement of members through their own experience in a sharing of solutions is an extremely constructive way of involving members in WEIGHT WATCHERS classes, and this module is particularly useful for that purpose. 10

X. HOW TO MANAGE EATING OUT

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Many members tell us that it would be very easy for them to stay on the WEIGHT WATCHERS Program if they lived only in their own worlds. But life is not as simple as that ... members eat outside of their own homes occasionally, and eating outside of one's own home often creates a situation in which the member is expected to eat in situations which are not directly under his or her own personal control.

The purpose of this module is to help members learn that by planning ahead and by taking certain kinds of constructive actions, they can relieve themselves of being placed in an awkward situation in which they are expected to eat -- or required to eat -- things which are not on the WEIGHT WATCHERS Food Program. Planning ahead, then, is a very important skill which has to be learned and will only be acquired through practice as a way of coping with a variety of problematic eating-out situations. 30

A second principle in the module is the importance of never arriving - at, for example, a party or cocktail party - hungry. If a member eats legal foods at home and makes a decision not to eat at a party, then constructive management of party eating will, of course, be very much easier. 40

Finally, members must decide whether they are willing to make a public commitment about following the WEIGHT WATCHERS Programme. Some members will feel hesitant to identify themselves

as WEIGHT WATCHERS members -- they will feel that by identifying themselves as WEIGHT WATCHERS members, they will experience social criticism or perhaps be the object of ridicule. We have found that members who do identify themselves as members, in fact, are much more likely to receive the praise of the people with whom they are interacting. We encourage members to identify themselves with pride -- to tell the people with whom they are interacting about what their goals are for themselves and to enlist the help of others in achieving their most important objectives.

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A series of situations are described in the module with some solutions to the problems that they pose. For example, the module points out the importance of choosing restaurants where members are likely to find the kinds of foods which are required on the WEIGHT WATCHERS Programme. Secondly, members are urged not to look at the menu because the menu is likely to list tempting treats which are not consistent with the Food Programme requirements. Members are urged to order salad or coffee immediately and to make certain that the rolls or the condiments are pushed to the other side of the table. They are also asked to try to be the first one in the party to order -- the purpose of this is to make certain that they don't hear about tasty treats which they might be induced to have themselves. And finally, members are asked to save a fruit for dessert so that they can have dessert with others but still be able to follow Programme requirements.

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None of these steps is intrusive -- none of them will lead to the member looking any different than the other people at the table -- but all of the steps will enable the members to follow Programme with relative ease. Therefore, the purpose of the module is to help members, again, avoid a situation in which they are put in conflict about whether to follow the WEIGHT WATCHERS Programme or eat foods which would be problematic.

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XI. HOW TO SHOP PRUDENTLY

The purpose of this module is to make members aware of some of the factors that influence their food-buying behaviour.

The first item discussed is the role of commercials on television, radio, in magazines and in newspapers which lead people to buy foods which are potentially problematic. Very rarely on television does one see a commercial for broccoli pointing out its many nutritional values and discussing the delightful ways in which it can be cooked and served. Instead, products which are advertised tend to be those which have the lowest nutritional value -- although, of course, this is not always

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true -- they are the foods which people would not normally buy, but which they are encouraged to buy through attractive, sometimes veiled -- sometimes open, promises of problematic foods leading to happiness, contentment and a happier way of life.

The purpose of this module, then, of the first part of the module, is to help members become a little bit more aware about the kinds of message which food advertisers offer them which are designed to lead them to purchase foods which they would not otherwise buy. In class, members will have an enjoyable time talking about some of the commercials which they have seen and attempting to identify what the latent or hidden promise is. For example, they may talk about a food product which is a toaster prepared dessert treat - and they may discuss the way in which the mother in the commercial serves this treat to her children who respond in a most loving way. The hidden message: If you serve XYZ toaster dessert treat, your children will love you more. This is the kind of subtle message which is very successful in influencing people to buy foods which they perhaps should not buy, and this module and its presentation and discussion in class will help members become more self-aware buyers and will reduce the likelihood that they are influenced by the subtleties of these commercial messages.

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Secondly, the module discusses some of the techniques which we have tried and validated experimentally for managing behaviour in the supermarket. Once again, when people shop in supermarkets, they expose themselves to sophisticated marketing practices. They will find that foods that are at eye-level tend to be foods which are either more expensive or nutritionally less valuable and, therefore, the ones which the marketer feels merit the greatest effort for promotion. They will also find foods packaged in a way that will make purchases more likely. Great sums of money are spent on food packaging which is a form of 'point of sale' advertising. Members who are aware of the marketing and merchandising techniques can be more likely to resist the temptation to buy foods which are problematic for them; and, therefore, they are encouraged in this module to, again, be wise shoppers just as they are wise listeners of commercial material.

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The module finally asks members to make a contract to commit themselves to buy for the present and not to stock up for the future with foods which are a problem. In this time of rising food prices, there is a tendency to stock up on everything from oranges to pantyhose with the idea that prices will rise later. If too much food is bought and kept in the house, there will be a tendency to eat it before it spoils, there will be a

tendency to eat more than is necessary and the savings in actual fact are likely to be very minimal if any. Therefore, considerable discussion in class of the 'contract' and what it means in terms of the environmental management of one's own eating can be extremely productive.

XII. HOW TO WALK TOWARDS GOAL

In introducing this module, lecturers should be very careful to call members' attention to the warning on page 2: Before you begin to follow the recommendations in this module, you must have the approval of your doctor. While this module discusses walking, a behaviour which is almost universal, some of our members may have medical problems which make extended walking dangerous for their health. This will be true of a small number of members, and they must be cautioned to have medical approval before they begin an extensive walking programme.

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Walking is an important adjunct to maintaining constructive eating behaviour for several reasons:

First of all, contrary to popular belief, exercise actually decreases appetite rather than increases appetite. The idea of working up an appetite is actually an 'old wives' tale which has very little relationship to physiological fact. In fact, there is evidence to show that as people increase the level of their exercise, their appetite tends to decrease at least slightly. Several explanations are offered for this. The most important one of which is that through exercise people experience a kind of social and physiological stimulation which often replaces the desire for food.

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Walking has several other advantages, too - it has the advantage of using up a certain amount of food energy and that can help members burn some of their excess food energy which is often stored in the form of fat. Exercise -- or walking -- also has the advantage of being socially very visible. The member who spends the entire day following Programme and making decisions not to eat problematic foods which are offered, is often not observed by loved ones and friends ... but when the member walks, this act is very clearly observable and very often results in a kind of positive social attention which makes following Programme more likely to occur. Exercise also has the advantage of doing a certain amount of physical conditioning of helping to develop muscle tone which can be important.

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In helping members learn the technique of beginning to walk a little more, lecturers can evoke considerable participation

by members through discussing some of the energy-saving, corner-cutting, techniques which they use in order to make sure that they don't walk more than they absolutely have to. We live in an era in which labor saving devices are very, very valued social items. We do our shopping in stores which have parking lots immediately before the front door. In stores, we use escalators or elevators instead of stairs. We have food brought to us in restaurants rather than having to get it ourselves in cafeterias. We find ourselves exposed to an endless series of step-saving social devices ...

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How to Walk Towards Goal is a way of helping people overcome the tendency to be inactive when, in fact, action would be very much more important in terms of their personal interests. Members are asked to do some rather simple things to make sure that they think through their day and look for opportunities to do a little more walking than would ordinarily have been the case. For example, if they have a tendency to double park their cars in front of stores so that they can run in rather than walk a block or two, they are urged to make the effort of walking a block or two. If they ride a bus or a subway to work, they are asked to get off the bus or leave the subway a block or two or a stop earlier so that they have an opportunity to walk a few blocks to work and then on the way home from work.

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Walking can be woven into the fabric of the member's day so that it is not disruptive, so that it provides some physical stimulation and so that the member can gain the advantages of having a more active rather than a less active life.

TRAINING GUIDE #11

CREATING SUCCESS WITH THE MODULES THROUGH ADEQUATE PREPARATION

BY

Dr. Richard B. Stuart

Director of Motivational Research and Development

When the modules are well received by lecturers, they have been thoughtfully introduced by trainers, and when lecturers are enthusiastic about them, members are almost invariably excited about them as well.

The trainer's job in presenting the module is to present the basic concepts of each module between two and six weeks prior to its introduction in class. We have found that even during the second run-through of the modules, careful discussion of the basic objectives of each module, its underlying logic, the steps which members are asked to take, and ways of building constructively upon information brought in during feedback week, make for lively discussion at staff meetings and help to build lecturers' command of and confidence in the presentation of the modules. 10

It is vital that the trainers stress the three R's of module preparation: 20

1. Lecturers must READ the module carefully several times. They should also re-read the capsule description of the rationale of the module given in Training Guides #4 and #5. A review of the cue cards can also be helpful in preparing questions for group involvement.
2. Lecturers must RECORD their own experience in following the module very carefully and in even greater detail than they will expect their members to use.
3. And lecturers must REVIEW the module content and their own experience just before entering the class to begin the presentation. 30

Reading the module several times will go a long way toward helping the lecturer learn the sequence of the key ideas. That will enable the lecturer to present the material with some degree of spontaneity and without constant reference to cue cards or the printed module.

Recording personal experience with the module will permit the

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lecturer to give its content some personal meaning for the member. More than anything else, it is the lecturers' use of his or her personal experiences with each module that builds member enthusiasm for each important behavioural change. Lecturers who are too disinterested to apply these principles in their own lives cannot possibly offer the member the service which is expected in WEIGHT WATCHERS classes. And there is absolutely no way that this material can be given the personal meaning which is required, other than to have the lecturer live it and capture through record-keeping, the exciting, funny and frustrating experiences which are produced by making the module steps a reality. 10

In addition, lecturers living each module will, without doubt, have had some positive results in coping with the particular problem described - and there is no greater incentive for the member than to hear the lecturer say, "I used the techniques of this module, and I was able to _____". And then describe her experience.

Finally, every lecturer must take several minutes in a peaceful place, without interruptions or distractions, to review, all elements of the plan for the class, including, of course, the content of the module. 20

Where training directors discuss two or three modules at a time at monthly staff meetings, and where they stress the three R's of module presentation, the lecturers feel good about the modules, and the members make important progress.

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TRAINING GUIDE #11a

MODULE LINK-UP CLASSES.

REVIEW PERIODS FOR PERSONAL ACTION PLAN

by

Dr. Richard B. Stuart

Director of Motivational Research and Development

Many people have suggested that we institute some review periods to cover the contents of the modules which have been presented in class. After careful consideration we feel that this idea is an excellent one which can serve several useful purposes.

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1. It will help to remind members about the steps which they have already taken through the Personal Action Plan. This can reinforce their commitment to continue to follow through on those steps which they have found to be particularly helpful.
2. It will also give members an opportunity to ask any questions which they might have about the steps which have already been discussed. Some of their questions may have remained unanswered since the original presentation. Others may have arisen as the member attempted to apply the procedure to his or her eating behaviour during the weeks since the first step was introduced.
3. It will help to reinforce the major themes which run through all of the modules. That can help members to understand the basic principles which they could then apply to other areas of their lives.
4. Finally, a review of the past themes will serve as a "preview of coming attractions" for members who have not already been in class to hear the initial presentations. The opportunity to hear other members' enthusiasm about the steps which were helpful to them can go far toward strengthening their interest in the content of future classes.

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For these reasons, the following three periods should be set aside for module review:

1. the week falling immediately before and after Easter Sunday (a total of two weeks)

2. the two weeks falling immediately before Labor Day;
and
3. the two weeks including Christmas and New Year's Day.

Each of these review periods is planned to occur at intervals of four months and at times when attendance in class is normally lower than usual. Each of these periods will include the presentation of at least six and sometimes eight modules depending upon the number of five-week months which fall in the period.

Because the function of these review periods is to help members to understand the links which make up the chain of effective eating management techniques, we have decided to give these periods the name: "MODULE LINK-UP CLASSES". This will stress the fact that the classes aim at helping members to see the continuity between the various steps which are recommended in the various modules. It will also help to separate these periodic review sessions from feedback classes in lecturers' minds. Furthermore, using the phrase "Link-up", the lecturers will be able to build members' enthusiasm for this new experience.

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HOW TO CONDUCT THE MODULE LINK-UP CLASSES

There are several important things to remember about these link-up classes. Firstly, they should be limited to discussion of the modules which were presented since the last review period.

For the first such review, modules presented since January 1st should be discussed. To help members to focus their attention upon these modules, each lecturer should prepare a list of the modules which will be discussed as a large visual display. Second, members should be told that the modules which will be discussed during this period will be distributed during their normal place in the cycle of rotation. Past modules should not be distributed during the review classes unless members are very insistent. New and rejoining members should receive only "Meet the Modules".

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Third, the lecturer should recognize that the review period is one in which member participation will be high - probably higher than it is during the initial presentation of the module. Lecturers should be prepared to stimulate this participation and should be ready to encourage members to address as many of their comments as possible to one another, rather than simply following along in dialogue with the lecturer.

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Fourth, the normal organization of the class should be used during these review sessions. This means that the lecturer should establish his or her identity and use a "warm up" to develop interest in the class. Awards may be presented at the start of the class as a way to furthering a positive climate. Cards can be called at various times during the class so that members are assured some personalized attention during the class, and so that all cards are not presented at once at the end of class. The theme of the review should be introduced in an interesting way. Throughout the discussion, relevant aspects of the food program should be fully discussed. In other words, these review sessions must have all of the elements which are important in every WEIGHT WATCHERS class with the usual theme being replaced by a review of the eating management techniques. 10

STRUCTURING THE FIRST LINK-UP CLASS

Module Link-up classes must be carefully structured. If the last class before the link-up session was the first week of presenting a module, begin the link-up class with a short feedback about that module. If the last class was feedback, begin the link-up class with a summary of your own experiences with the modules which you will be reviewing. Plan your link-up classes carefully and do the following: 20

FIRST, announce in the class one week before the link-up class that the special classes will take place. Encourage members to look back over the modules which will be discussed, paying particular attention to their charts. Suggest that they write down any questions which they may have and urge them to make another attempt to follow any of the recommendations which they found particularly helpful, or those with which they experienced some initial difficulty. 30

SECOND, introduce the subject of review of the modules by asking members to think through the Personal Action Plan as they have learned it. Ask them to list the ideas which they consider to be the central elements of the program. Some of these elements are:

- a. It is always to your advantage to plan ahead so that you are prepared in advance with a constructive way of responding to a situation in which you might eat improperly. 40
- b. It is important to break the chain which leads to problem eating at the earliest possible link. For

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example, if you eat in response to troublesome moods, try to prevent the mood from occurring rather than simply trying to find a way to respond without eating.

- c. Organize your thinking so that you expect the most from yourself so that you are optimistic about your chances of succeeding - so that your behaviour can be consistent with your positive expectations.
- d. Try to arrange your physical surroundings in such a way to make eating the proper foods both easier and more likely. 10
- e. Arrange, too, for the most constructive help which you can get from the people with whom you live, work and socialize.
- f. Concentrate your attention upon positive changes in your behaviour, giving yourself as much feedback about your positive changes as you need to find the encouragement which you need to progress.

THIRD, use an introduction and questions such as the following:

Every so often we should pause and take stock of where we've been, where we are, and where we're going. In a way, we do this each week when we review our progress, but sometimes we can't see the forest for the trees. Today we're going to see the how far we've come in the last four months - relive all those gratifying successes that made the clothes you're wearing now too loose. We can then zero in on those areas where we can do better, and go on from there. 20

To do this, we need two kinds of a progress report. One type is the number on the scales and the other is the kind of action over the last four months that resulted in the number on the scale today. 30

Let's talk about those actions the results of the suggestions in these _____ modules.

(Review titles and brief summary of major themes in each.)

Question:

1. Which module helped you most?
2. Are you still using this principle?

3. What did you learn about yourself from it? How do you feel?
4. Who else had this same experience? Different experience?
5. Is there anybody who hasn't tried to follow these suggestions yet? Will you try it this week?

Card Calling can be integrated with these questions, i.e. as each member speaks - the lecturer reviews weight loss for the last four months and total weight loss. After reviewing all positive progress, he or she may then ask, "Which areas of your eating management still need improvement?" 10

And then review or preview module which applies.

FOURTH, ASK MEMBERS TO MAKE A COMMITMENT TO FOLLOW AT least one of the recommendations for the next week. Try to get a direct verbal commitment from each member as to which step he or she will try to take. Note the members' commitments either on the lecturers' cards or on separate sheets of paper so that the next class can begin with a review of member progress. 20

During the first week you will have: 1. given members an opportunity to hear again some of the major ideas of the module. 2. some members will have had the opportunity to describe their successes and to offer useful suggestions to other members. 3. each member will have been able to make a commitment to repeat a favourite module step or to take a new step. (New members may commit themselves to follow any of the suggestions which were made in class but they should indicate which suggestion(s) they will follow.)

SUGGESTIONS FOR THE SECOND LINK-UP CLASS

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The procedures for the second link-up class are essentially the same as for the first.

FIRST, begin with a review of the basic ideas, relying more heavily upon members participation during this week, as opposed to the first week.

SECOND, review the progress which each member has made in their commitment to follow one of the earlier module steps.

THIRD, encourage as much discussion as possible between

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members aimed at helping each to help the other to find solutions to pressing module related problems.

FOURTH, ask members to make a second commitment to either repeat the steps which they took the preceding week or to concentrate their efforts upon additional eating management techniques - making their selection again from modules which have been included in this review.

FIFTH, announce the topic of the module which will be introduced the following week when you resume normal module presentations in class.

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The second week is used to reconsolidate the progress made during the first week of review. It provides members with an opportunity to fill in any gaps in the development of the skills which they need for dealing successfully with situations which until now have posed problems for them. It also reinforces their understanding of one aspect of a broad approach to their developing better eating management techniques.

DMS/ SYDNEY / 2/4/76

TRAINING GUIDE #12

COPING WITH SOME SPECIAL SITUATIONS IN

MODULE PRESENTATION

BY

Dr. Richard B. Stuart

Director of Motivational Research and Development

From time to time, special situations arise which require an adaptation in the way in which modules are presented. This training guide is concerned with three such situations. If you are prepared with a response to make when unusual situations present themselves, you will be more comfortable in responding and our members will be better served. Therefore I hope that you will consider these three problems and the proposed solutions carefully. In addition, I hope that when you encounter other special situations, you will take a few minutes to write to me describing the problem and, if possible your successful handling of it. 10

PROBLEM #1: THE MEMBER WHO HAS DIFFICULTY READING

As you know, one of the purposes of the modules is to enable the member to "bring home a bit of the lecture". By providing a printed account of the self-management goal for the week, the member has an opportunity to refer back to the lecturer's suggestion time and time again through the week. The modules have been written at a language level which is suitable for most but not all of our members. Some members who have relatively little education may find reading the printed modules very difficult. So too, will members who are recent immigrants from non-English speaking countries. For these members, the module can cause discomfort because it reminds them of their reading deficits. Fortunately, there is a simple step which you can take which will both overcome this discomfort and bring the module content home for the member. 20 30

SOLUTION: Before going to class, read through your copy of the module. Find the ten or fifteen words which contain the essence of the message about what the member is expected to do through the week. Underline these words on several modules. Also, write these key words on a sheet of poster board which can be displayed while you conduct the class. Refer to these words often. Point to them as you read them aloud. This emphasis will both help the slow readers to understand their meaning and it will help other members to realise their 40

importance. Distribute the underlined modules to those members who you know to have reading problems. Take a few extra minutes with them to go over the meaning of the key words individually. And consider telephoning them once during the week to remind them about the eating management objective for the week.

Following these steps, you can both help the members to gain confidence in their ability to handle written materials and keep them focused on the goal of changing their eating behavior. At the same time, other class members will benefit from extra effort in helping them to become absolutely clear about their objectives. 10

PROBLEM #2: THE MEMBER WHO SAYS THE MODULE DOESN'T SUIT HIS/HER NEEDS

In every class of twenty or more people, there is at least one member who tends to respond: "That's all very good for you, but for me ..." or "I've already tried that but ..." or "That's something which I know will not work for me". It is easy, but not accurate, to conclude that this member is just hostile. It is more accurate to understand this member as saying that he or she is just as committed to weight loss as anyone else in the class, but is fearful that the method which is being suggested may in fact not be relevant for him or her or that it may be too difficult. Your goal in this situation is to help the member step up to bat instead of merely writing him or herself out of the ball game for the time being. 20

SOLUTION: Begin by relating to the underlying feeling by saying something to the effect of: "I know that you are very anxious to make progress toward goal and that this step doesn't seem to be your cup of tea". Then indicate that "Many members have found this step to be very helpful and perhaps we can find some aspect of it which will be of help to you". Then you can ask the class to state what they consider the major theme of the module to be. You can then return to the concerned member and ask if he or she can think of any application of this principle to his or her own life. Is there one step in the module which can be useful? Is there some extension of the principle which would be useful? Or, failing positive answers to either of these questions, can the member suggest a personal action plan for dealing with problem eating in the same or a related area? In other words, to make a success of this problem situation, you must try not to become flustered or defensive but instead relate to the member's statement as an expression of genuine concern. Your task then becomes one of helping the member to find that pattern of action which has personal relevance and which seems manageable. 30 40

PROBLEM #3: THE LECTURER WHO IS UNCOMFORTABLE WITH A PARTI-
CULAR MODULE

The content of the modules has been derived from conversations with hundreds of members and research with weight losers going back more than ten years. The steps prescribed in the modules cover a broad spectrum of situations which, if followed, ultimately lead to more effective eating management. Some of the steps are concerned with changing ideas and attitudes related to eating. Other steps are concerned with changing the environment in ways which make problem eating less likely to occur and/or more manageable when it does occur. Also included are steps which help members to find changes in the way in which they relate to others about food, changes in their mood, and changes in their activity patterns. Each of these steps has been carefully tested both in experimental studies and in WEIGHT WATCHERS classes. Nevertheless, there are some steps which will have more appeal to individual lecturers than other steps. Because your enthusiasm is essential if the modules are to be delivered successfully, it is important for you to understand your own reactions to each module and to be prepared to deal with it constructively. 10

SOLUTION: Think through the entire module program. Are there some modules which you feel have more personal meaning for you than others? Are there some modules which you don't consider to be particularly helpful? How do the two sets of modules differ and how are they alike? You will spontaneously have many positive things to say about the modules which you found particularly helpful. You will have to make a special effort with those about which you have some doubts. One way to make this effort is to spend two or three weeks trying to follow the recommendations in the module about which you have doubts so that you have enough interesting personal experience to put it across, you can also make an extra special effort to speak with other lecturers who do find that module helpful so that they can share their ideas about it with you. And you can make a special point of encouraging the members in your class to describe their positive reactions to the module so that other class members can gain from their enthusiasm. This is particularly possible when you are introducing the module for the second time and members who have used the module before are present in class. 30

It is essential for you to remember that the success of the module program depends entirely upon your commitment to it. Please keep in mind the fact that every module has proven helpful to members or it would not have been included in the module package. Therefore it is your responsibility to present the modules in the most positive and enthusiastic light possible. That may mean some extra effort on your part when presenting a module which does not speak as clearly to you as do the others. 40

Exhibit X - Module "How to Manage Eating Out"

This is one of a series of **EATING MANAGEMENT TECHNIQUES** developed by **Weight Watchers International, Inc.**



WEIGHT WATCHERS

How To Manage Eating Out

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The third kind of situation which poses a trap is the cocktail party. Once again, the same principles can come to your aid:

1. Eat all of your snacks at home, choosing No. 3A vegetables, fruits or a "milk shake". That way, you know in advance that you will not eat when "finger foods" are served.
2. Head for the bar immediately and order tomato juice, diet soda or club soda with plenty of ice. Sip your drink slowly.
3. Position yourself away from the food tables, so that you are not faced with temptation.

What can you add to this list? As almost all of us have faced this challenge, please help your classmates to profit from your experiences. There are other kinds of traps which have not been mentioned here. For example, an invitation to friends' homes for "coffee" can pose a trap unless you plan ahead, announce your intentions to follow the Program's food requirements and, perhaps, bring along your own fruit as a snack. Also, going to galas may prove to be a problem. Too much of the wrong kind of food and drink is often freely available at parties, such as weddings. Once again, planning ahead, quickly refusing food when it is offered by waiters, keeping away from the table by dancing or socializing with friends, and similar actions can all help greatly.

A TASK FOR THE WEEK

Think ahead for the next seven days. Is there any time when you expect to eat away from home? If so, write "yes" under the day on the chart. Under "situation" write a word or two which describes where you plan to go. Here you might write: "lunch with office chums" or "dinner at Bob's parents' house". In the third column, write the steps which you will take to keep yourself on the food plan. For example: "Bring some No. 3 vegetables." When you have completed the chart, please discuss your plans in class. During the week, please keep track of the things which you do according to plan, and the new and unexpected solutions which you come up with as situations arise. Next week, please discuss in class what you did and how it worked.

CHART YOUR WEEK			
Day	Situation	Solution	Did you do it?
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

How To Manage Eating Out

Dr. Richard B. Stuart
Psychological Consultant, Weight Watchers International, Inc.

We live in a world of "eating traps". A trap is something which is easy to get into and difficult to leave. When we fall into an "eating trap" and make one small mistake, we then have a tendency to eat as we please; and to start over again the following day, the following week or maybe even the following year. In this way, we can undo weeks and months of effort.

Two things can be done about eating traps. First, we can try to steer clear of them. Our world is full of traps of this kind, but we do not have to get close enough to get caught by them. The second thing which we can do is to resolve not to give in completely when we make one small error. Falling into one of the traps is annoying, but it does not have to be fatal. Your lecturer and classmates - as well as future meetings - will help you work out ways of strengthening your resolve at these times.

THE CHALLENGE

Some of us find it easier to stay on the food plan when we are alone at home. There, we can make certain that problem foods are not available, keeping temptations to a minimum. However, since we don't live completely in circumstances which we can control perfectly, our lives are beset with potential traps. There are traps in restaurants, at the homes of our friends, at cocktail parties and galas, to name but a few. In each of these situations: (a) someone else has charge of the menu planning; (b) problem foods are abundant and easy to reach; (c) gracious hosts are anxious to see us eat our fill; and (d) we arrive at the junction either before or after our normal mealtimes. Each of these situations is a trap.

SOME PRINCIPLES

Each of these situations poses a challenge. The solution to each of the challenges can be found by applying three very important principles.

FIRST, ALWAYS PLAN AHEAD

Think ahead when you are invited to a "food function". Anticipate what you will be served and how you may be pressured to eat foods which are not part of the Program. If you are taken unawares, you may become flustered and make choices which are unwise. If you plan ahead, you will not be caught off balance and you will be far more likely to make wise decisions.

SECOND, NEVER ARRIVE HUNGRY

When you skip lunch before a dinner party, you are likely to eat more at dinner than you would have eaten at lunch and dinner combined. When you arrive for dinner at 7:00, and you normally finish your evening meal at 6:00, you may feel "starved". In that case, you are likely to eat heartily the "finger foods" far above your quota. Therefore, if you are invited for dinner, make certain that you eat breakfast and lunch that day, and that - if you feel hungry - you have No. 3A vegetables, a "milk shake" and/or a piece of fruit before leaving for the dinner. That way you will not be nearly as vulnerable to temptation as you would be if you were hungry.

THIRD, DECIDE WHETHER YOU WANT TO MAKE A PUBLIC COMMITMENT ABOUT FOLLOWING THE WEIGHT WATCHERS' PROGRAM

"They made me do it" is a common excuse. Out of kindness and consideration, you may receive many offers of food. However, it is only self-indulgence to accept these offers, if they are not Program foods. As an alternative, you may decide to take pride in what you are accomplishing, by telling your hosts or hostesses that you are trying to follow the Program's food requirements. While you may feel a bit self-conscious, you are likely to gain respect by stating your position, and you will almost certainly make it easier for others to help you to manage your eating out.

SOME SPECIFICS

Several kinds of situations pose traps for many WEIGHT WATCHERS' members. The first of these traps is eating in restaurants. If you don't plan ahead, you may place yourself at the mercy of the waiter and suffer the misery of after-dinner blues. If you do plan ahead, you can enjoy the meal, have a pleasant time with friends and relax in a new, attractive environment. Try following these steps:

1. Avoid choosing exotic restaurants. Steak houses or seafood restaurants are the best places to eat in. If you are trapped into going to the wrong kind of restaurant, call ahead so that the staff is prepared for you.

2. Don't look at the menu. You know what you can have. Ask for it. If you look at the menu and don't see the right food, you may hesitate to ask for it or you may be trapped into ordering something which you know that you should not eat.

3. Order a salad and/or coffee immediately. Move the basket of rolls and/or condiments to the other side of the table. If you have something to eat which meets the Program requirements, and if you are not confronted with the constant temptation of nibbling, you will find it much easier to follow the food program.

4. Be the first one in your party to order. This avoids the "me, too" syndrome and keeps you safely on the good side of a major trap.

5. Save a fruit for this occasion, so that you may have melon, grapefruit or fresh fruit cup for dessert.

Can you think of other steps which can help in restaurants? Please share them with other class members now.

The second trap lies in the homes of friends. Some of the restaurant steps are useful there, too. In addition:

1. Call ahead to ask about the menu. Ask for your hostess' help in making small changes in the menu, so that you can enjoy a "legal" meal. For instance, you can take your salad without dressing, and use the oil and vinegar which are set on the table. Or the hostess can broil the same food for you that she may bake in a casserole for the other guests.

2. If you find yourself impossibly trapped, eat what Program foods you can and pass up the rest. (If you don't arrive hungry you will find this easier to accomplish.)

3. When dessert is served, ask for fruit (as allowed on the Program), if none is available, hold your coffee cup in two hands or find another way to keep both hands busy. If you feel yourself about to ask for a helping of a problem dessert, excuse yourself for a moment, go to the rest room, and try to build up your resolve away from the table, rather than when temptation is the greatest.

Once again, how many of these suggestions might be helpful to you? What other steps have you taken to help meet the challenge of dinner with friends?

(Please turn to page 4)

Exhibit AF - Tally Sheet



CLASS LOCATION No.

DATE

CLASS LOCATION

DAY S-M-T-W-Th-F-S
 1 2 3 4 5 6 7

TIME M-A-T-E
 1 2 3 4

ADDRESS

INVENTORY OF ATTENDANCE BOOKS	QTY.	FIRST No.	LAST No.
ON HAND			
PLUS RECEIVED			
SUB TOTAL		XXXX	XXXX
LESS ISSUED		XXXX	XXXX
BALANCE END OF CLASS			

INVENTORY OF STAMPS	CURRENT ROLL	RESERVE ROLL
Number Showing in Dispenser At Start of Class		
Number Showing in Dispenser At End of Class		
Number of Stamps Issued		

INVENTORIES	SCALES			
Count Beginning of Class				
Add Merchandise Delivered				
Less - Sales				
Count End of Class				
TOTAL PAID MEMBERS AT PREVIOUS 4 MEETINGS	4	3	2	Previous

CLASS INCOME	# OF STAMPS	# OF PEOPLE		
PAID LIFETIME			@ \$2	\$
NEW MEMBERS	XXXX		@ \$8	\$
REJOINS	XXXX		@ \$8	\$
CURRENT MEMBERS			@ \$3	\$
LATE MEMBERS - 2 WEEKS			@ \$6	\$
LATE MEMBERS - 3 WEEKS			@ \$9	\$
PART SCHOLARSHIP			@ \$4	\$
CURRENT SCHOLARSHIP			@ \$2	\$
LATE SCHOLARSHIP 2 WEEKS			@ \$4	\$
			@ \$	\$
			@ \$	\$
			@ \$	\$
TOTAL PAID MEMBERS				LECTURE INCOME \$ A
LIFETIME MEMBERS - FREE	XXXXX			
SCALES SALES			@ \$4.75	\$ B
			@ \$	\$ C
			@ \$	\$ D
			@ \$	\$ E
			@ \$	\$ F
GROSS INCOME (A + B + C + D + E)				\$

	SIGN HERE	PRINT HERE	LEC. NO.	COMM.	HONOR.	HONORARIUM
LECTURER						\$
RECORDER				XXX		\$
				XXX		\$
WEIGHER				XXX		\$
				XXX		\$
ASSISTANT				XXX		\$

ADD THESE THREE EXTEND TO G AND SUBTRACT G FROM F	TOTAL HONORARIUM	\$	
	EXPENSES	\$	\$ G
	HALL RENT	\$	
	NET DEPOSIT TOTAL	\$	H

BANK IMMEDIATELY

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