



CAREFULLY READ THE FOLLOWING RELEASE

**IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS
AND OBLIGATIONS THAT MAY APPLY TO YOU**

TESTIMONIAL RELEASE

In exchange for the opportunity to submit your story and as consideration for potential participation in future marketing opportunities with Nutrisystem (as defined below), the receipt and sufficiency of which are hereby acknowledged and agreed, by submitting your testimonial (which may include photos and videos) you acknowledge, agree to, and intend to be bound by the following terms and conditions (the "Release"):

Terms and conditions of the Release: I hereby irrevocably give Nutrisystem, Inc., its parents, subsidiaries, affiliates, assignees, licensees, clients, legal representatives and their respective successors and assigns and any person, corporation or entity acting under their permission or authority, or for whom they might hereafter be acting, including without limitation anyone distributing or disseminating advertising for the products and services known as Nutrisystem program(s) the right and permission to publish, reproduce, distribute, and/or otherwise use my name, nickname, initials, fame, autograph, image, likeness, still and/or moving photographs, voice, biography, actual and/or paraphrased statements, endorsement, video footage, silhouette or sound recording of me, or any portions thereof, made by Nutrisystem or me regarding or related to my weight loss on a Nutrisystem program (together, the "Persona"), whether on or off camera as initiated by Nutrisystem or performed or provided by me, in such manner, for such purposes, and with such frequency, in whole or in part, in any and all media worldwide (including without limitation television, radio, social media, print and digital advertising), in perpetuity, and royalty free as Nutrisystem shall determine in its sole discretion, without further compensation or consideration to me and without further authorization by me. Persona and any materials incorporating my Persona are hereinafter collectively referred to as "Marketing Materials". I hereby waive any and all rights of inspection and/or approval with regard to any use of the Marketing Materials in connection with marketing for the Nutrisystem program.

I expressly acknowledge and agree that the Marketing Materials may be used to market weight loss products and services and may state and/or imply that I was or am overweight. I agree that my use of the Nutrisystem Program is voluntary and I assume complete responsibility for and release Nutrisystem from all liability for my actions in connection with such use. I acknowledge that nothing herein requires Nutrisystem to use or continue to use the Marketing Materials or any portion thereof. For a period of two years after my acceptance of and performance under this Release, I will not, directly or indirectly, become a spokesperson for or otherwise endorse, or become publicly associated with, or engage in a business substantially similar to or competitive with the present business of Nutrisystem in weight loss/weight management programs.

I also affirm (1) I am over eighteen years of age, 19 years of age in Alabama and Nebraska, 21 years of age in Mississippi (2) that any statements or endorsement made by me in the Marketing Materials are factually accurate and represent my honest opinions, findings, beliefs and/or experiences with the Nutrisystem program, (3) that any weight loss that I experienced as depicted and/or related in the Marketing Materials is attributable to the Nutrisystem program, and is not attributable to any other weight loss foods, supplements, pharmaceuticals, programs and/or systems, and not attributable to any surgical or other medical procedure intended to directly or indirectly affect body weight, and (4) that there exists no other material connection between myself and Nutrisystem.

I disclaim any ownership and/or other interest in any advertising, promotion, publicity and/or other Marketing Materials for Nutrisystem. I further acknowledge that such Marketing Materials shall constitute the sole property of Nutrisystem, and I hereby assign all rights, including without limitation all copyright, trademark rights, right of privacy, right of publicity and/or right of privacy, that I may have in or to any elements of such Marketing Materials to Nutrisystem. I also hereby release, discharge and agree to hold harmless Nutrisystem from and against any and all liability resulting from its use of the Marketing Materials (including as honestly edited and/or paraphrased). By accepting this release I understand this permission signifies that my Persona, including photographic representations of me, may be electronically displayed via the Internet or in other forms of media now known or hereinafter devised.

I will not disclose or permit the disclosure of the terms of this Release or any details of the production of any of the Marketing Materials to any third party, including any details of (i) the filming of any Nutrisystem commercial; (ii) creation of the Marketing Materials; (iii) any correspondence, conversations, documents between me and Nutrisystem or its advertising agencies in connection with my services in such Marketing Materials; and (iv) I will not post (or permit the posting of) any details about my services in the Marketing Materials (including any personal photos taken during my services, or the terms of this Release) in such Marketing Materials to any blogs, online networking sites or similar forums.

I understand that Nutrisystem will rely on this Release when using the Marketing Materials in connection with all forms of advertising. This Release shall be governed under the laws of the Commonwealth of Pennsylvania, without application of conflict of laws provisions. This Release is binding upon me, my heirs, legal representatives, assigns and successors in interest.