

## TALENT AGREEMENT

&

### RELEASE OF NAME AND LIKENESS

Name and address of "*Talent*":

Talent's social security no.: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

FOR GOOD AND VALUABLE CONSIDERATION, Talent agrees as follows:

1. Use of Name and Likeness. (a) Talent hereby grants to Jenny Craig, Inc. and its subsidiaries, successors, and assigns ("*Jenny Craig*") the absolute right and permission to use in perpetuity Talent's name, likeness, photograph(s), biography, testimonial and/or voice, either alone or accompanied by other material, in any manner and in any media, throughout the world, at any time, for the purpose of advertising and publicizing Jenny Craig's products or services and for any other lawful purpose. The results and proceeds of Talent's services shall be considered "works made for hire." Talent waives all rights to inspect and approve the finished product, its use or such written or spoken copy as may be used in connection therewith.

(b) Talent acknowledges that any pictures or voice recordings taken of Talent by Jenny Craig and any pictures submitted by Talent are or will become the sole property of Jenny Craig. If Talent receives any print, negative, or other copy thereof, Talent shall not authorize its use by anyone else.

(c) Talent will not hold Jenny Craig responsible for any liability resulting from the use of Talent's name, likeness, or photograph(s) in accordance with the terms hereof, including what might be deemed to be misrepresentation of Talent, Talent's character, or Talent's person due to distortion, optical illusion, or faulty reproduction that may occur in the finished product.

(d) Nothing in this Agreement will constitute any obligation on the part of Jenny Craig to make any use of any of the rights granted by Talent under this Agreement.

2. Confidentiality. Talent acknowledges that all knowledge, information and data not generally known or available publicly with respect to the business, operations and marketing of Jenny Craig's products and services that Talent may learn or discover, including but not limited to knowledge, information and data concerning the advertising and publicity program and related activities in which Talent may participate, is confidential information of Jenny Craig and Talent will not use or disclose such confidential information to any third party without the written consent of Jenny Craig.

3. No Conflicts or Competition. Talent warrants and represents that this Agreement does not in any way conflict with any existing commitment. Talent will not authorize or permit the use of Talent's name, voice photograph, and/or likeness or testimonial in connection with

the advertising or promotion of any product or service competitive to or incompatible with Jenny Craig's products or services for two years after the date of this Agreement.

4. Independent Contractor. Talent acknowledges that he/she is an independent contractor of Jenny Craig, and is not an employee or agent for any purpose. Talent will be solely responsible for the payment of any taxes associated with compensation paid to Talent by Jenny Craig.

6. Testimonial. Talent represents that Talent enrolled in the Jenny Craig program on \_\_\_\_\_ and Talent's weight was \_\_\_\_\_ **lbs.** On the date of this Agreement, Talent's weight is \_\_\_\_\_ **lbs.** Talent represents that Talent has successfully participated in and endorses the Jenny Craig program. **Initial:** \_\_\_\_\_

Talent represents that he/she has read and understands this Agreement, that Talent is 21 years of age or older, and that Talent has the full right and power to enter into this Agreement.

\_\_\_\_\_

Date: \_\_\_\_\_

Received & Acknowledged:

JENNY CRAIG, INC.

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_