

[09] [22], [2023]

Takashi Kuriki
President & CEO
Glico Nutrition Co., Ltd.

Dear Mr. Takashi Kuriki

Re: **Letter of Confirmation**

This letter is to confirm that our company, [Nutrisystem S.r.l.] (“LICENSEE”) duly acknowledged and agreed to the term and conditions as set forth below:

1. Glico Nutrition Co., Ltd. (“LICENSOR”) hereby grants to the LICENSEE, upon the terms and conditions hereinafter set forth, a non-exclusive and non-transferable license (without any sublicense right) to, during the term of this Letter of Confirmation, (a) display the trademark identified in column “X” of Exhibit A (“Trademark X”) and/or the trademark identified in column “Y” of Exhibit A (“Trademark Y”) (collectively referred to as “Licensed Trademark(s)”) on cases, bottles, containers or packages of the certain products to be manufactured and sold by the LICENSEE which shall be identified by their names and appearances (including their containers or packages) in Exhibit B (“Products”) and (b) use the Licensed Trademarks for sales promotion and advertisement of the Products; provided, however, that:

- (1) The Trademark X can be displayed or used only for the Products which include no less than ten (10) grams of the certain ingredient products manufactured and supplied by the LICENSOR under the trade name “Cluster Dextrin” (“Ingredients”) per serving of those Products;
- (2) The Trademark Y can be displayed or used only for the Products which include no less than fifteen (15) grams of the Ingredients per serving of those Products;
- (3) The LICENSEE shall, in utilizing any of the Licensed Trademarks, conform to the standards relative to the size, design, position and appearance designated in Exhibit A.

2. The LICENSEE shall not use the Trademarks (i) in any manner that could be misled that the LICENSOR or Ezaki Glico Co., Ltd., a Japanese parent company of the LICENSOR (“Ezaki Glico”) endorses or recommends the Products, (ii) in connection with anything that is unlawful or encourages unlawful conduct or that may be deemed in poor taste or unseemly, which may adversely affect any of the Licensed Trademarks and/or the business reputation of the LICENSOR or Ezaki Glico, or (iii) in any manner that could be seen, recognized or misled that the term “Cluster Dextrin” or any part of the Licensed Trademarks is the trade name of the Product itself.

3. Upon request to be made by the LICENSOR from time to time, the LICENSEE shall provide to the LICENSOR, at its own cost, some samples of labels and printing design displaying the Trademarks used for cases, bottles, containers or packages of the Products so that the LICENSOR will be able to confirm whether the usage of the Licensed Trademarks complies with the standards designated in Exhibit A attached hereto and the terms and conditions hereof; provide that the LICENSOR shall not be required or obligated to return such samples to the LICENSEE. If the LICENSOR determines at its sole and reasonable discretion that the Product fails to so

comply, then the LICENSOR notify the LICENSEE to that effect and the LICENSEE shall take measures to rectify the non-compliance within sixty (60) days after such notice.

4. Notwithstanding the foregoing to the contrary, the LICENSOR reserves the right to, from time to time, in its sole discretion, without thereby incurring any liability to the LICENSEE, revoke, discontinue or limit a license of any of the Trademarks hereunder upon thirty (30) days prior written notice to the LICENSEE. In such event, the LICENSEE shall cease the use of the said applicable Trademarks as soon as practicably possible but not later than six (6) months.

5. The LICENSEE hereby acknowledges that Ezaki Glico is the sole and absolute owner of any and all of the Licensed Trademarks and the LICENSEE has no right or interest therein except as specifically granted hereunder. Ezaki Glico reserves all rights to control, commence, prosecute or defend against or otherwise deal with any action or claim concerning the Licensed Trademarks.

6. The LICENSEE agrees that it will never claim or assert, nor register or apply for registration, any right or interest in any trade names or trademarks now or hereafter existing or used in any countries to or in connection with any products (including, without limitation, the Ingredients) of the LICENSOR or Ezaki Glico, including, but not limited to, any domain name using or incorporating therein any part of such trade names and trademarks or those identical or similar thereto.

7. If the LICENSEE becomes aware or finds that any of the Licensed Trademarks has been or is likely to be infringed or under unauthorized use by any third party, the LICENSEE shall notify the LICENSOR to that effect in writing. Upon request to be made by the LICENSOR from time to time, the LICENSEE shall assist the LICENSOR, at the LICENSOR's expenses, in taking legal actions or otherwise actions against such infringement or unauthorized use.

8. The LICENSEE shall indemnify, defend and hold harmless the LICENSOR from any loss, liability, damage, cost and/or expense (including, without limitation, reasonable legal fees) which arises out of a claim concerning the LICENSEE's breach or negligent performance of the provisions hereof.

9. This Letter of Confirmation shall become effective as of the date first above written (the "Effective Date") and shall continue in full force and effect up to the first anniversary of the Effective Date; provided, however, that the effective term of this Letter of Confirmation shall be automatically extended for an additional successive period of one (1) year each unless either party gives the other a written notice of termination at least three (3) months prior to the date of such first anniversary or the expiration date of any extended one (1) year period thereof.

10. Notwithstanding anything herein contained to the contrary, the LICENSOR reserves the right to terminate this Letter of Confirmation upon fifteen (15) days prior notice in writing to the LICENSEE in the event that the LICENSEE breaches any of the covenants, obligation, terms or conditions of this Letter of Confirmation

11. Upon expiration or termination of this Letter of Confirmation for any reason of cause whatsoever, the LICENSEE shall forthwith refrain from utilizing any of the Licensed Trademarks for any purpose or in any manner whatsoever; provided, however, that in the event of expiration or termination pursuant to Paragraph 9. hereinabove, the LICENSEE shall be entitled to continue to use the Trademarks, for a period of six (6) months after such expiration or termination, just with respect to the then currently existing inventory of the Products which remain in the custody of the LICENSEE.

12 This Letter of Confirmation may be signed and/or transmitted by means of electronic signature (e.g., DocuSign or similar electronic signature technology approved by the LICENSOR) and thereafter maintained in electronic form, and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written signature.

Very truly yours,

By:

Name: Roberto Vaselli

Title: CEO

Company Name: Nutrisystem Sr.l.

Date: 22/09/2023

A handwritten signature in black ink, appearing to read 'Roberto Vaselli', written in a cursive style.

Exhibit A

“X”

CLUSTER DEXTRIN™

“Y”



Exhibit B