



Nutrisystem S.r.l
Via del Commercio 19
26026 Pizzighettone
Italy

February 07, 2024

F.a.o. Roberto Vaselli

Dear Roberto Vaselli

TRANSFER OF TRADE MARK LICENCE AGREEMENT – VOLAC INTERNATIONAL LIMITED

We refer to the trade mark licence agreement between you and us dated 20 October 2023 as amended from time to time ("**Licence Agreement**").

As part of an internal reorganisation of our group of companies, on 31 January 2024 we transferred our whey nutrition business to another company within our group, Volac Whey Nutrition Limited, a company incorporated and registered in England and Wales with company number 15180870 whose registered office is at 50 Fisher's Lane Orwell Hertfordshire ("**Volac WN**"). We therefore wish to transfer our rights and obligations under the Licence Agreement to Volac WN.

You have agreed to release us from the Licence Agreement and accept Volac WN in our place.

- 1 Each of you, us and Volac WN therefore agrees to novate the Licence Agreement on the terms set out below, with effect from 31 January 2024 (the "**Effective Date**").
 - 1.1 We transfer all our rights and obligations under the Licence Agreement to Volac WN, except as provided below.
 - 1.2 Volac WN will perform the Licence Agreement, be bound by its terms and assume its benefits in every way as if it were the original party to it in place of us.
 - 1.3 You will perform the Licence Agreement and be bound by its terms in every way as if Volac WN were the original party to it in place of us.
 - 1.4 References to us in the Licence Agreement will be read and construed as references to Volac WN.
 - 1.5 Any obligations owed by you to us or us to you which remain undischarged at the Effective Date are not deemed to be waived or discharged by virtue of this letter and will instead be performed by Volac WN in accordance with paragraph 1.2 or you in accordance with paragraph 1.3 (as applicable).



1.6 Each of you and us releases the other from all its obligations and liabilities under the Licence Agreement which fall to be performed, discharged or observed on or after the Effective Date. Nothing in this letter will affect or prejudice any claim or demand that either you or us has against the other in relation to matters occurring before the Effective Date.

2 Waiver

2.1 You consent to the transfer of the Licence Agreement by way of novation and waive any applicable rights you may have to terminate the Licence Agreement on the grounds of the transfer of the Licence Agreement by way of novation.

3 General

3.1 In the event of any inconsistency between the provisions of the Licence Agreement and the provisions of this letter, the provisions of this letter will prevail.

3.2 The Licence Agreement will continue on its existing terms save as amended by this letter.

3.3 This letter may be executed in any number of counterparts, all of which will together constitute one agreement.

3.4 This letter and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation is governed by and construed in accordance with the law of England and Wales.

3.5 Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this letter or its subject matter or formation.

Please sign and return the enclosed copy of this letter to acknowledge your agreement to the transfer of the Licence Agreement.

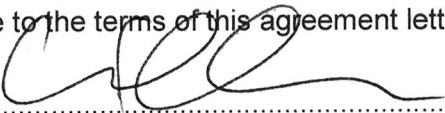
Yours faithfully,

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the end. Below the signature is a dotted line indicating the position of the signature.

for and on behalf of **Volac International Limited**



We agree to the terms of this agreement letter as set out above.

Signed 

for and on behalf of **Volac Whey Nutrition Limited**

Date 12/3/2024

We agree to the terms of this agreement letter as set out above.

NUTRISYSTEM SRL

Signed 

for and on behalf of **Nutrisystem S.r.l.**

Date 20/3/2024