
TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is entered into on **...22/08, 2023**, by and between:

- (i) Epax Norway AS, a company duly organised and existing under the laws of Norway with registration number 989 100 106, having its principal place of business at Aarsæthervegen 17, 6006 Ålesund, Norway ("EPAX"); and

.....Nutrisystem s.r.l....., a company duly organised and existing under the laws of **.....Italy.....** with registration number **12517050154** having its principal place of business at ("the Licensee")

(hereinafter individually referred to as a "Party" and collectively as the "Parties").

WHEREAS; EPAX as a result of research and development has developed **EPAX® 3624** omega-3 concentrate (hereinafter referred to as "the Product") and sells it in bulk under the Registered Trademark and Logo as described in Annex 1 (hereinafter referred to as "the Trademark and Logo"),

WHEREAS; the Licensee markets and sells encapsulated nutritional supplement products under the **.....Nutrisystem** brand to consumers, in which the Product is a component, (hereinafter referred to as "the Finished Consumer Product") and is interested in acquiring a license to use the Trademark and Logo in connection with such sales,

NOW, THEREFORE, based on these mutual premises, the Parties hereby agree as follows:

1. GRANT OF LICENSE TO TRADEMARKS

EPAX hereby grants to the Licensee a royalty free, revocable, non-transferable, non-exclusive license to use the Trademark and Logo in accordance with EPAX's instructions herein when promoting the Finished Consumer Product that contain the Product within the territory of **.....Italy.....** (the "Territory") for the term of this Agreement. The Licensee may not grant sub-licenses to third parties without EPAX's prior written consent. Any purported sublicense is void and ineffective.

The Trademark and Logo shall only be used on the packaging material of the Finished Consumer Product that is based on the Product and shall not be used or exploited in any other manner and/or media than in accordance with the current instructions given by EPAX, which may be revised by EPAX at its sole discretion. Such instructions are set out in Annex 1 hereto. Licensee shall not commit any act that may i) bring the Trademark and Logo in disrepute or 2) be detrimental either to the Trademark and Logo or to the ownership of the Trademark and Logo.

Before using the Trademark and Logo, the Licensee must send a draft of the intended use to EPAX, which is subject to the prior written approval of EPAX.

Changes in the use of the Trademark and Logo require prior written approval by EPAX in the same way as described above.

Upon EPAX's request, the Licensee must provide documentation that the Trademark and Logo are used solely as described in Annex 1 hereto.

Licensee shall cooperate with EPAX to prove use of the Trademark and Logo. Upon request, Licensee will provide Licensor with evidence of such use including but not limited to labels, photographs of Licensee's products bearing the Trademark and Logo, affidavits and certified copies of invoices.

The Licensee shall ensure that any third-party contract manufacturer responsible for the sourcing, encapsulation/production and/or packaging of the Finished Consumer Product, does not use any other products than the Product subject to this Agreement as a component in the Finished Consumer Product.

The Licensee recognizes EPAX's title to the Trademark and Logo and shall not at any time do or suffer to be done any act or thing which will in any way impair the rights of EPAX in and to the Trademark and Logo. The Parties agree that: i) Licensee, or any affiliate of Licensee, shall not acquire and shall not claim any title to the Trademark and Logo by virtue of the license granted to or use by Licensee, and ii) all goodwill arising from the use of the Trademark and Logo by Licensee or any affiliate of Licensee shall at all times inure to the benefit of EPAX.

2 INFRINGEMENT

In the event that the Licensee becomes aware of any actual or threat of infringement of the Trademark and Logo, the Licensee shall promptly inform EPAX in writing of all details available concerning said infringement.

It is vested in EPAX's sole discretion to decide whether an infringement actually does occur and whether or not to prosecute such infringement. The Licensee shall in all such matters assist EPAX free of charge to all reasonable extents.

3 REPRESENTATION AND WARRANTIES

EPAX represents and warrants that, to its knowledge, the use of the Trademark and Logo in accordance with Annex 1 has not infringed any third party rights in the Territory in the last two years. Licensee agrees to stop the use of the Trademark and Logo immediately if any allegation of infringement is made by a third party.

4 LIABILITY

EPAX is not liable or responsible in any way towards any third party or the Licensee for any damages and/or loss caused by the Finished Consumer Product, including but not limited to damages and/or loss caused by use of the Finished Consumer Product (including but not limited to product liability), the blending and combination of the Product with other components in the Finished Consumer Product, or the sourcing, encapsulation and/or packaging of the Finished Consumer Product.

5 INDEMNITY

Licensee shall defend, indemnify and hold harmless EPAX against any liabilities and third party claims to the extent arising from the Finished Consumer Product, including but not limited to damages and/or loss caused by use of the Finished Consumer Product (e.g., product liability), the blending and combination of the Product with other components in the Finished Consumer Product, or the sourcing, encapsulation and/or packaging of the Finished Consumer Product.

The Licensee undertakes to ensure that the Finished Consumer Product comply with all governmental regulations and statutory requirements which currently are or from time to time may be in force in the Territory, and in particular with all safety and labelling regulations. Licensee shall defend, indemnify and hold harmless EPAX against any liabilities and claims to the extent arising from breach of governmental regulations and statutory requirements related to the Finished Consumer Product in any way.

6 IDENTICAL OR SIMILAR TRADEMARK OR LOGO

The Licensee shall not use and/or register any trademark or logo which is identical or confusingly similar to the Trademark and Logo licensed herein.

7 TERMINATION

This Agreement may be terminated by either party with three months prior written notice. Licensee agrees to cease all use of the Trademark and Logo immediately upon termination of this Agreement.

If the Licensee should fail to do business in the normal course or become subject to any bankruptcy, liquidation, assignment for creditors, corporate dissolution or similar proceeding, EPAX may terminate the Agreement with immediate effect.

Termination of this Agreement for any reason shall not affect those obligations which, from the context hereof, are intended to survive this Agreement.

8 BREACH OF AGREEMENT

If the Licensee uses or exploits the Trademark and Logo in any other manner than in accordance with the current instructions set out in Annex 1 hereto, and does not cease from such unauthorized use or exploitation within a reasonable deadline defined by EPAX, EPAX is entitled to terminate the Agreement with immediate effect.

EPAX may terminate the Agreement with immediate effect in cases of material breach of the Agreement.

9 MISCELLANEOUS

9.1 Amendments or additions

Amendments or additions to this Agreement are only valid if agreed upon in writing by both Parties.

This Agreement supersedes all previous agreements, commitments and undertakings between the Parties concerning the subject matter hereof.

9.2 Choice of law, Forum selection

This Agreement shall be governed by Norwegian Law.

Any dispute between the Parties that cannot be solved amicably shall be referred to binding arbitration in Oslo, Norway, pursuant to the Norwegian Arbitration Act of 2004 as amended from time to time. The Proceedings as well as the award shall be in the English language.

9.3 Assignment

Licensee may not assign, in whole or in part, this Agreement or any rights or obligations under this Agreement. Any purported assignment is void and ineffective.

9.4 No Agency

Nothing in this Agreement nor anything done by either party in the discharge of its obligations hereunder shall be deemed to constitute either party the agent of the other in any sense.

9.5 No Waiver

The waiver of any breach of any term, covenant or condition in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition in this Agreement.

This Agreement has been executed in two originals, of which each Party shall retain one.

Epax Norway AS

Signature: _____

Name: THOMAS GULDbrandsen

Title: GLOBAL SALES & MARKETING DIRECTOR

Date: 23.08.2023

Nutrisystem srl

Signature: _____

Name: Roberto Vaselli

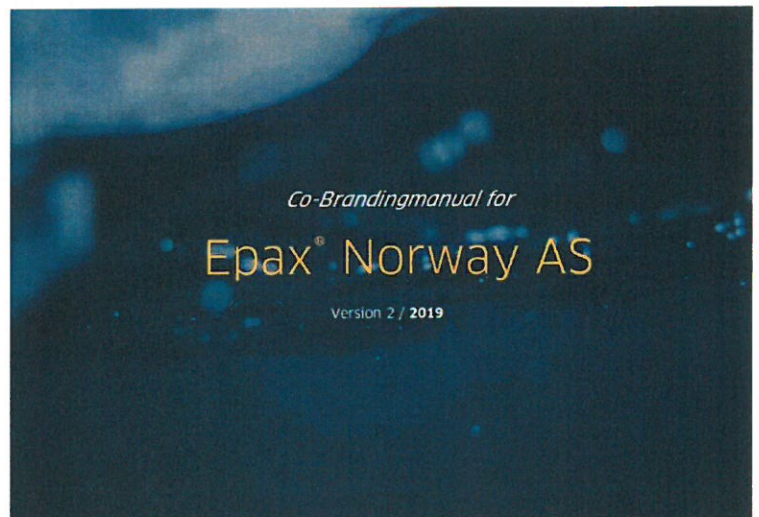
Title: Amministratore

Date: 22/08/2023

ANNEX 1

Co-Brandingmanual

Electronic version attached





"Epax" is a registered trade mark of Epax Norway AS
Tagline: Minimum size 5 pt
Logo: Minimum size 25 mm

Co-Branding / Informal logo
The tagline must appear on the pack whenever the Epax logo is used. The minimum size of the tagline is 5 pt. Minimum logo size is 25 mm. All product labels must be submitted to the Epax marketing department for approval.

CO-BRANDING