

LICENSE AGREEMENT

License agreement between:

Bart Sp z o.o. ("Licensor") stated at **Norwida 4; 05-250 Slupno, Poland** and:

Nutrisystem S.r.l...... ("Licensee")
stated at

The license agreement shall enter into force upon signature by both parties, starting from 05/03/2025..... (date)

The purpose of this agreement is to guarantee the use of the Licensor's intellectual property Bart Sp. z o.o., and more specifically the manner and scope of use of trademarks, registered or not, in particular the registered trade name **LIPOSOVIT®**.
The undersigned declares that the products marked with the trademark **LIPOSOVIT®** are the result of several years of own research and development.

The parties agree as follows:

1. The Licensee is authorized by the Licensor to use the LIPOSOVIT® trademark in order to place the trade name and the product logo on all packaging and promotional materials of the product offered by him. Liposovit®-C..... (product indication).
2. The licensed territory is Italy..... The licensee is not allowed to sublicense on its territory.
3. The Licensor undertakes to provide all technical documents and marketing materials (photos, logos, etc.) to help the Licensee effectively sell and promote the end product.
4. The Licensee agrees that the packaging design, labels and all other materials relating to the use of the licensed commodity will be submitted to Licensor for approval in advance to confirm that the licensed commodity will be used in accordance with this agreement. The Licensor declares that it will grant approval or submit amendments within a reasonable time (so as not to obstruct the Licensee's marketing activities).
5. The Licensee using the LIPOSOVIT® trademark may not use in the same end product any liposomal vitamins from a source other than that offered by the Licensor.
6. The Licensee assumes full responsibility for the end product offered by him, including compliance with all regulations applicable to its production, sale and promotion, and for any claims against the end product offered by him.
7. The Licensee declares that it has been informed that this authorization is strictly limited to the areas of use for which the Licensor has developed the licensed product.
8. Under no circumstances will the Licensee be able to use this agreement to a greater extent, for purposes other than the one for which it was submitted, without prior notification to the Licensor. In the event of a breach of this Agreement by the Licensee, the Licensor will unilaterally terminate this Agreement with one month's notice.
9. The license is granted free of charge, the termination of this license agreement will not result in any contractual penalty.
10. This Agreement will be interpreted in accordance with Polish law, and any disputes will be settled before the court competent for the Licensor.

Date	Date
	05/03/2025
Licensor's signature	Licensee's signature Nutrisystem s.r.l. 