



TRADEMARK LICENCE AGREEMENT

This Agreement is entered into between

Arla Foods Ingredients Group P/S
Sønderhøj 10
DK-8260 Viby J
Denmark
(company reg. no. 33372116)

(hereinafter "the Licensor")

and

Nutrisystem S.r.l.
Via Lambro 36, 20073 Opera (MI)
Italy

(company reg. no MI-1563944)

(hereinafter "the Licensee")

(Licensor and Licensee hereinafter severally be referred to as "Party" and jointly as "Parties")

WHEREAS

- A. The Licensee wishes to license certain trademark rights of the Licensor relating to the Licensor's Lacprodan brand.
- B. The Licensor is willing to license out certain trademark rights to the Licensee relating to the Licensor's Lacprodan brand.

NOW THEREFORE, the Parties have entered into the following:

1 Licence

- 1.1 The Licensor hereby grants the Licensee a non-exclusive license to the trademarks Lacprodan (word) and Lacprodan (logo) as listed in Annex 1 (hereinafter “the Trademarks”) in the EU countries ticked in Annex 1 only (hereinafter “the Territory”). The Trademarks may only be applied to goods containing the Lacprodan ingredient produced by the Licensor and supplied by the Licensor to the Licensee as the only source of protein. Furthermore, the Trademarks may be used in online marketing and communication on the Licensee’s website provided the marketing and communication concerns goods containing the Lacprodan ingredients produced by the Licensor and supplied by the Licensor to the Licensee as the only protein source.
- 1.2 The Licensee acknowledges the Licensor’s ownership of the Trademarks. The Licensee shall not do or suffer to be done any act or thing that would in any way impair the Licensor’s rights in and to the Trademarks and shall not challenge the validity of any such rights. All use of the Trademarks by the Licensee shall inure solely to the benefit of the Licensor.
- 1.3 The Trademarks shall be used only in the way stipulated from time to time by the Licensor.

2 Product Content and purchasing frequency

- 2.1 The goods on which the Trademarks are to be used by the Licensee shall always contain the Lacprodan ingredient produced by the Licensor and supplied by the Licensor to the Licensee as the only source of protein. Upon the Licensor’s request, the Licensee shall send to the Licensor samples of the goods on which the Trademarks are used.
- 2.2 The Licensee shall procure the Lacprodan ingredient from the Licensor with regular intervals. At no point in time shall there be more than 18 months between two purchase orders for the Lacprodan ingredient placed by directly with the Licensor by the Licensee.
- 2.3 At any point in time, if no purchase orders are placed with the Licensor by the Licensee within the last 18 months this License Agreement is automatically terminated with 2 months notice from the end of the 18th month from the latest purchase order placed by the Licensee with the Licensor for the purchase of the Lacprodan ingredient.

3 Royalties

- 3.1 The Licensee shall pay no separate royalties – besides the purchase price for the Lacprodan ingredients - for the right to use the Trademarks granted according to this Agreement.

4 Term and Termination

- 4.1 This Agreement shall come into force when duly signed by both parties and is concluded for an indefinite period of time. Either Party shall be entitled to terminate this Agreement by giving six (6) month’s notice to the end of any month.

5 Governing law and venue

- 5.1 This Agreement 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 shall be governed by and construed in accordance with the law of Denmark and shall be exclusively settled before the courts of law in Denmark.
- 5.2 Legal proceedings shall to the extent permissible be instigated at the Maritime and Commercial Court of Copenhagen

6 Miscellaneous

- 6.1 This Agreement replaces any previously signed trademark license agreement between the Parties concerning one or more of the trademarks listed in Annex 1.
- 6.2 Neither party shall be entitled to assign its rights and duties according to this Agreement to any third party, including to grant sub-licenses. Irrespective thereof, the Licensee shall be entitled to have the goods on which the Trademarks are to be used manufactured by third parties.
- 6.3 This Agreement shall be governed by the laws of Denmark and the Danish courts shall have exclusive jurisdiction over any dispute between the parties.

7 Signatures/Execution

- 7.1 This Agreement is effective when signed by both Parties. Both signatures may be inscribed together on the same document or inscribed individually on separate documents that have the same content. Original signatures to this Agreement are not required to establish the effectiveness, authenticity, or enforceability of this Agreement. Photocopies of this Agreement bearing the signatures of both parties are effective as originals. Signatures sent electronically (facsimile, scanned and sent via email or digital signature) will be deemed original signatures.

For and on behalf of the Licensor:

For and on behalf of the Licensee:


Place and date:

Place and date:
Pizzighettone, 16/06/2025


Name:
Title:

Name: Roberto Vaselli
Title: CEO

Signature:

Signature: 
NUTRISYSTEM S.R.L.

ANNEX 1

Trademark	Country/region	Registration number	Filing date
LACPRODAN (word)	EU	307397	1 April 1996
 (logo)	EU	018554812	8 September 2021

ANNEX 2

The Territory includes only the EU-countries check-marked below:

Austria	Italy ✓
Belgium	Latvia
Bulgaria	Lithuania
Croatia	Luxembourg
Republic of Cyprus	Malta
Czech Republic	Netherlands
Denmark	Poland
Estonia	Portugal
Finland	Romania
France	Slovakia
Germany	Slovenia
Greece	Spain
Hungary	Sweden
Ireland	