



TRADEMARK LICENSE AGREEMENT

Trademark Name:
BioPerine®

Registration / Trademark Nos: EP000286922; EP018480388;
EP018803804

Trademark Owner/Licensor: Sabinsa Europe GmbH, Monzastraße 4, 63225 Langen (Hessen),
Germany

Product Supplier: Sabinsa Europe GmbH, Monzastraße 4, 63225 Langen (Hessen),
Germany

Customer / Manufacturing
Company: MOU S.r.l.

Customer's Marketing
Company: Nutrisystem S.r.l.

BioPerine®, is a proprietary, trademark-protected ingredient, supplied by Sabinsa Europe GmbH, (“**Supplier**”) and its associate companies Sabinsa Corporation, USA; Sabinsa Japan Corporation, Japan; Sabinsa Korea Corporation, Korea; Sabinsa Canada, Canada; Sabinsa Poland, Poland; Sabinsa Nanjing; China, Sami-Sabinsa Group, India (collectively, “**Sabinsa**”). All statutory and common law trademark rights to **BioPerine®** in **Europe** are owned by Sabinsa Europe GmbH (“**Licensor**”). This agreement is executed between the Licensor_ and MOU S.r.l. (Manufacturing company), Nutrisystem S.r.l. (Marketing Company), (Together hereinafter referred to as “**Licensee**”)

In light of the unique value of this ingredient brand and trademark, including customer recognition and goodwill, Licensee and Licensor (together, the “**Parties**”) agree to the following terms and conditions, deemed necessary to assure the protection of Licensor’s intellectual property rights and the identity, reliability, and integrity of **BioPerine®**.

Therefore, with respect to any product or formulation containing **BioPerine®**, the Parties agree as follows:

1. Licensee shall exclusively purchase (and/or direct its manufacturer to exclusively purchase on Licensee’s behalf) **BioPerine®** directly from Sabinsa or its accredited agent, and shall not combine, mix, or dilute **BioPerine®** with other bulk piperine or *Piper nigrum* extracts or compositions obtained from any other person or entity.
2. Consistent with applicable law, Licensee shall list **BioPerine®** and / or logomark on all product ingredient panels and shall submit such product labels to Licensor for final approval, such approval to be provided within Seven (7) business days or deemed approved by Licensor after 7 days.
3. Consistent with applicable law, Licensee shall identify **BioPerine®** or logomark as in Annexure I, as a trademark of Licensor and shall include **BioPerine®** wordmark or logomark as represented in Annexure I on the product label and in advertising materials. Refer Annexure II for representation

of marks for use on the product label and in advertising materials. If the Licensee's product label is in another language, the aforesaid legend shall be translated and displayed in that other language.

4. Licensee's use of the **BioPerine**[®] or logomark shall strictly conform in all respects to that shown in Annexure I. Licensee shall not display the name, identify or market **BioPerine**[®] with any word or logo not supplied or approved by Licensor.
5. Licensee shall not file, use or display the **BioPerine**[®] name or logo in any way except in connection with a product containing **BioPerine**[®], and shall not use or display the **BioPerine**[®] mark and logo in any way that disparages Sabinsa and/or **BioPerine**[®]. Licensee shall not file, use without the written consent of Licensor any name, mark, designation or design that is likely to cause confusion with the **BioPerine**[®] mark and logo.
6. Licensor will notify Licensee if there is any material change in the registration status of the Trademark.
7. This agreement applies to all products containing **BioPerine**[®] whether manufactured, sold, distributed or marketed by the Licensee and/or others.
8. Other than for use in manufacturing Licensee's own product, Licensee shall not sell, resell or supply **BioPerine**[®] in its bulk, raw material form to any third party, either directly or indirectly.
9. Sabinsa will supply **BioPerine**[®] only to the Licensee. If the Licensee is not the manufacturer, Licensee shall inform Sabinsa of the name and address of Licensee's manufacturer and shall direct to purchase **BioPerine**[®] directly from Sabinsa in accordance with Paragraph 1 of this Agreement.
10. If Licensee is itself a contract manufacturer, and supplies, but does not own or control, the finished product, Licensee shall: (a) disclose to Licensor the name, address and contact information of all customers for whom Licensee intends to manufacture **BioPerine**[®] containing product; (b) provide said customers with a copy of this Agreement; and (c) instruct said customers to contact Licensor in order to request a trademark license. A licensing agreement must be executed between each of Licensee's customers and Licensor.
11. Nothing in this Agreement conveys any rights to Licensor's trademark(s), except to the Licensor itself. Licensee may not assign any part of its rights hereunder to any other person or entity absent Licensor's written consent.
12. Concurrent with the execution of this Agreement, Licensee shall provide Licensor with a written list of all current and known future products containing **BioPerine**[®]. Licensee must maintain and update this list at least once in six months and/or upon request. Licensee shall not market, promote, distribute, advertise or knowingly sell any product or formulation containing **BioPerine**[®] in any country other than **Europe** without Licensor's prior written approval. Licensor shall not be responsible for any content on the marketing and packaging material prepared by Licensee for the sale of Goods and/or compliance with any applicable laws or regulations, all of which shall be Licensee's sole responsibility.
13. Licensee shall use **BioPerine**[®] only to the extent required for the purposes described herein.
14. Except as expressly stated herein, nothing in this Agreement shall be deemed to give Licensee any ownership or right on trademark, patent, copyright, GRAS affirmations, Natural Product Number (NPN) registrations, domain / digital ownerships and/or common law right whatsoever on Sabinsa's intellectual property, technical specifications, and/or marketing materials.
15. Licensee shall be responsible for ensuring and guaranteeing compliance by all of its officers, directors, managers, employees, agents, affiliates, subsidiaries, and successors with all of the terms,

conditions, and provisions of this Agreement. Licensee represents and warrants to Licensor that Licensee has the power and authority to cause all such persons to comply with all such terms, conditions and provisions.

16. This Agreement is valid for a period of three (3) years, subject to renewal by mutual agreement. Licensor shall not unreasonably decline to renew this Agreement.
17. Licensor shall have the right to terminate this Agreement in the event of an uncured breach of any of the terms of this Agreement by Licensee and/or any person acting on Licensee's behalf, subject to seven (7) days' written notice.
18. Upon expiration or termination of this Agreement, Licensee shall immediately stop manufacturing **BioPerine**[®] - containing products but may continue to sell Licensee's then-existing inventory of said products for ninety (90) days.
19. Paragraphs 2-5, 7-8, 13, and 19-21 of this Agreement shall survive the expiration and/or termination thereof.
20. This Agreement shall be governed by, enforced under and interpreted in accordance with the laws of Germany. Licensee consents to the jurisdiction of the state and federal courts located in Frankfurt with respect to any dispute arising in connection with this Agreement, and waives any objections based on lack of personal jurisdiction and/or improper venue.
21. In the event of litigation arising in connection with this Agreement, the prevailing Party shall be entitled to appropriate monetary damages and injunctive relief, as well as its attorney's fees and litigation costs and expenses.
22. Each Party hereto agrees to indemnify, defend and hold harmless the other Party and its Affiliates, and their directors, officers, employees, agents, successors and assigns (collectively, the "Other Party Indemnitees") from and against all liabilities, losses, damages and costs (including reasonable attorneys' fees) (collectively, "Losses") they may suffer as the result of third party claims, demands, actions, suits or judgments against them resulting from or arising out of: (a) the negligence, recklessness or willful misconduct on the part of the indemnifying Party; (b) the failure by the indemnifying Party to comply with applicable Laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; and/or (c) any breach of this Agreement by the indemnifying Party. The foregoing indemnification obligation shall not apply to Losses to the extent resulting from or arising out of: (i) the negligence, recklessness or willful misconduct on the part of any of the Other Party Indemnitees; (ii) the failure by the other Party to comply with applicable Laws; and/or (iii) any breach of this Agreement by the other Party.
23. Neither Party shall be deemed to waive any of its rights, powers or remedies hereunder unless such waiver is in writing and signed by said Party.
24. This Agreement is binding upon and inure to the benefit of the Parties and their successor and assigns.
25. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.
26. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and is intended as the Parties' final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral.

27. Any part, provision, representation or warranty of this Agreement, which is prohibited, or which is held to be void or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or warranty of this Agreement, which is prohibited, or which is held to be void or unenforceable in any jurisdiction shall be ineffective only as to such jurisdiction and only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without invalidating such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof.

The following product(s) are submitted by Licensee for approval to include the ingredient **BioPerine®**, according to the terms and conditions of this Agreement:

Product Trade Name Curcuma Plus

Name and Address of Marketing Company:

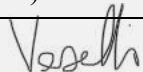
Nutrisystem S.r.l.

Via del commercio 19, 26026 Pizzighettone (CR)

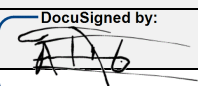

Name and Address of Manufacturing Company (if different from Marketing Company):

MOU S.r.l.

Via G. Galilei 7/A, 20016 Pero (MI)

| | |
|---|-------------------|
| ACCEPTANCE OF AGREEMENT BY AUTHORIZED REPRESENTATIVE | |
| Licensee Nutrisystem S.r.l. | |
| Name (Print) Roberto Vaselli | Title (Print) CEO |
| Signature  | Date 18/09/2025 |

| | |
|--|---------------|
| ACCEPTANCE OF AGREEMENT BY AUTHORIZED REPRESENTATIVE | |
| Licensee | |
| Name (Print) | Title (Print) |
| Signature | Date |

| | |
|---|--|
| LICENSOR APPROVAL | |
| Name (Print) DR Umar Jan | Title (Print) President european operations |
| Signature  | Signed by:  |
| Date 9/23/2025 | |

DocuSigned by: DD82BC27FF574C6...

ANNEXURE 1


BioPerine®, is a Trademark of Sabinsa.

OR


 **BIOPERINE®**, is a Trademark of Sabinsa.


ANNEXURE 2


ORIGINAL LOGO




LOGO IN DIFFERENT BACKGROUND COLORS









Single Color Logo




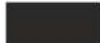



















COLOR CHART

GUIDELINES

| | | | |
|---|---|---|---|
|  |  |  |  |
| C 0 M 40 Y 100 K 26 | C 85 M 32 Y 99 K 2 | C 46 M 2 Y 93 K 0 | C 0 M 0 Y 0 K 100 |
|  |  |  |  |
| R 196 G 136 B 18 | R 50 G 135 B 60 | R 196 G 136 B 18 | R 0 G 0 B 0 |
|  |  |  |  |
| Web #C58912 | Web #32873C | Web #AAD137 | Web #000000 |
|  |  |  |  |
| PMS 145 C | PMS 363 C | PMS 389 U | PMS Black C |



WEB ICON

