


TRADEMARK LICENSE AGREEMENT  
Lubrizol No. P2667422

This **Trademark License Agreement** (“Agreement”) is made by and between **Lipotec S.A.U.**, having a place of business at 17 Pol. Ind. Cami Ral, E08850 GAVA (Barcelona), Spain, a subsidiary of The Lubrizol Corporation (“**Lubrizol**”) and Nutrisystem S.r.l., having a place of business at Via del commercio 19, 26026 Pizzighettone (CR) Italy (“**Licensee**”) as of the Effective Date. Lubrizol desires to grant Licensee permission to use Trademark(s) subject to the terms and conditions set forth herein.

Capitalized terms used in this Agreement shall have the meanings as set forth in the Table 1 below:

**Table 1**

<b>Trademark(s):</b>	<ul style="list-style-type: none"> <li>• Newcaff®</li> </ul> For use with nutraceutical ingredients
<b>Licensee’s Products:</b>	CAFFEINE MICRO PURE, X BURN
<b>Purpose:</b>	The right to use the Trademark(s) is for the sole purpose of indicating that Licensee’s Products contain the 100% of the Ingredient(s) sourced from Lubrizol and identified by the Trademark(s).
<b>Territory:</b>	Italy
<b>Materials:</b>	<input checked="" type="checkbox"/> Packaging for Licensee’s Products <input checked="" type="checkbox"/> Licensee’s Primary Website (may be accessed outside the Territory) <input checked="" type="checkbox"/> Product Information Sheets <input checked="" type="checkbox"/> Trade Show Materials <input type="checkbox"/> Print Advertising and Marketing Materials <input type="checkbox"/> Television/Radio Commercials <input type="checkbox"/> Academic/Research Article (Specify Article Title, Publication, and Publication Date: _____) <input type="checkbox"/> Other: _____
<b>Examples of Proper Trademark Use:</b>	Newcaff® microcapsules  
<b>Trademark Legend:</b>	NewCaff® is a trademark of The Lubrizol Corporation or its affiliates.
<b>Effective Date:</b>	Last date of signature
<b>Initial Term:</b>	5 years

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. Grant of License**

- 1.1 Subject to the terms, conditions, and restrictions of this Agreement, Lubrizol grants to Licensee a revocable, non-exclusive, non-sublicensable, non-transferable limited right and permission to use the Trademark(s) in the Territory only on Materials used in connection with Licensee’s Products and solely for the Purpose.
- 1.2 Licensee’s right to use a Trademark in connection with a Licensee’s Product is conditioned upon the applicable Licensee’s Product containing 100% of the Ingredient identified by the Trademark purchased from Lubrizol, its affiliates, or its authorized distributor or agent. Sales from Lubrizol to Licensee shall be according to a product supply agreement between the parties or Lubrizol’s Standard Terms and Conditions of Sale incorporated into Lubrizol’s (or its affiliates) order acknowledgements, notwithstanding any additional or contrary terms referenced in Licensee’s purchase orders.

- 1.3 No other right or license is granted by Lubrizol either express or implied, with respect to any other trademark, tradename or logo of Lubrizol or any other uses of Trademark(s).
- 1.4 Licensee grants to Lubrizol and its affiliates a limited, non-exclusive, perpetual right to use images and trademarks related to Licensee's Products in promoting Lubrizol's ingredients, without the right to grant sublicenses to third parties.

## **2. Ownership of the Trademark(s)**

Licensee agrees and acknowledges that, as between Lubrizol and Licensee, Lubrizol is the owner and has all right, title, and interest in and to the Trademark(s). Licensee further agrees and acknowledges that all goodwill associated with its use of the Trademark(s) shall inure to the benefit of Lubrizol or its affiliates. Licensee acknowledges that its use of the Trademark(s) shall not establish in Licensee any right, title, or interest in Trademark(s), and to the extent such right, title or interest is implied by law, Licensee agrees to promptly assign such right, title or interest to Lubrizol or its affiliates. Licensee further agrees that it has no rights in or to the Trademark(s) except as expressly authorized in this Agreement. Licensee shall not adopt or apply for trademark or internet domain registration of the Trademark(s) or any mark confusingly similar thereto, anywhere in the world.

## **3. Use of the Trademark**

- 3.1 Licensee shall use Trademark(s) in the exact form and with the descriptor as demonstrated herein, or as provided to Licensee by an authorized Lubrizol employee via electronic means. Licensee agrees it shall use Trademark(s) pursuant to guidelines provided by Lubrizol, which may be amended from time to time in Lubrizol's or its affiliates' discretion. Notwithstanding the foregoing, Licensee understands the proper TM or ® designation may vary by country and Licensee is responsible to use the Trademark(s) with the proper designation in accordance with applicable country law.
- 3.2 Licensee shall use the Trademark(s) in a manner that creates a separate and distinct impression from any other trademark that may be used by Licensee.
- 3.3 The quality of Licensee's Products and Materials with which the Trademark(s) are used shall meet or exceed the quality of similar products and/or materials in Licensee's industry, and in no event shall be less than a reasonable standard of quality.
- 3.4 Licensee agrees to allow Lubrizol to review Licensee's Products and Materials (including product packaging or ancillary materials) which include Trademark(s) prior to Licensee's use or distribution of Licensee's Products or Materials so that Lubrizol can ensure proper usage of Trademark(s). Licensee agrees to cooperate with Lubrizol in facilitating Lubrizol's quality control by supplying Lubrizol with specimens/samples of Licensee's Products and Materials which include the Trademark(s), prior to any use or distribution of Licensee's Products or Materials.
- 3.5 During the term of this Agreement, Lubrizol shall have the right to inspect Licensee's Products and Materials to ensure compliance with this Agreement as well as to assess the consistency and quality of Licensee's Products and Materials themselves. Licensee agrees to cooperate with Lubrizol in facilitating Lubrizol's quality by supplying Lubrizol with specimens/samples of Licensee's Products and/or Materials including the Trademark(s), upon request by Lubrizol.
- 3.6 When requested by Lubrizol, Licensee will promptly provide information relating to its use of the Trademark(s), including specimens and proof of sales of Licensee's Products, execute all papers or documents deemed necessary by Lubrizol, and will perform any other acts necessary for the registration, application for, renewal of, and/or maintenance or other protection of Trademark(s) in Lubrizol's or its affiliates' name in any country of the world.
- 3.7 Licensee agrees that Licensee's Products and Materials will be manufactured, sold, advertised, and distributed in accordance with all applicable laws and regulations.

## **4. Term and Termination**

- 4.1 The Term of this Agreement shall begin on the ("Effective Date") and will continue for the time period set forth herein. However, this Agreement may be terminated by either party giving fifteen (15) days prior written notice to the other party. In addition, this Agreement will automatically terminate as provided in 4.2 below.
- 4.2 In addition, at Lubrizol's discretion, this Agreement will immediately terminate on the occurrence of any of the following events:
  - (a) Liquidation, bankruptcy, or insolvency of Licensee;
  - (b) If either party's business or assets or any part thereof should be seized, confiscated or expropriated by judicial process or otherwise;
  - (c) A change of ownership of the control of Licensee, if unacceptable to Lubrizol;
  - (d) Licensee uses Trademark(s) or Media in any manner or on any materials not authorized by this Agreement;
  - (e) Lubrizol determines that Licensee's use of Trademark(s) may be the subject of a claim of infringement, misuse or confusion with any third-party trademark;
  - (f) With respect to any country in the Territory if United States of America law does not permit sales of Lubrizol products into that country; or

- (g) If Licensee violates the terms and conditions as set forth in Section 7 of this Agreement.
- 4.3 Upon termination or expiration of this Agreement under Paragraph 4.1:
  - (a) Licensee will have two (2) months to dispose of or destroy the existing inventory of any Materials including Trademark(s), with the proviso that sales of Licensee's Products bearing Trademark(s) after termination shall be subject to this Agreement; and
  - (b) Licensee will discontinue all use of Trademark(s) in any manner or form (except as specifically provided herein); and
  - (c) Upon request by Lubrizol or its affiliates, Licensee will assist Lubrizol to cancel, revoke or withdraw any Governmental registration or authorization permitting Licensee to use Trademark(s) in Territory.
- 4.4 Upon termination of this Agreement under Paragraph 4.2, Licensee will immediately cease and thereafter refrain from all uses of Trademark(s), in any form, and upon request by Lubrizol or its affiliates, Licensee will assist Lubrizol to cancel, revoke or withdraw any Governmental registration or authorization permitting Licensee to use Lubrizol's Trademark(s) in Territory.
- 4.5 The obligations and responsibilities of Sections 2, 6, 7.3, and 10 will survive termination or expiration of this Agreement.

## **5. Representation and Warranty**

Lubrizol represents that, as of the Effective Date of this Agreement, it is the owner of the Trademark(s) in any jurisdiction where Trademark(s) are registered. No other representations or warranties, expressed or implied, are made under this Agreement. Licensee agrees that Trademark(s) are provided on an "As is" basis without any warranty expressed or implied.

## **6. Limitation of Liability/Indemnity**

- 6.1 IN NO EVENT SHALL LUBRIZOL'S OR ITS AFFILIATES LIABILITY TO LICENSEE ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED \$1,000.00. LICENSEE SHALL IN NO EVENT BE ENTITLED TO, AND LUBRIZOL AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.
- 6.2 Notwithstanding Lubrizol's right of approval, control, or its right to inspect pursuant to under this Agreement, Licensee will have the sole responsibility and liability for Licensee's Products. Licensee agrees that it shall indemnify, defend and hold Lubrizol and its affiliates harmless from and against any and all liabilities, claims, suits, actions, damages, losses, costs and expenses, including, but not limited to claims by third parties, and including reasonable attorney's fees incurred by Lubrizol or its affiliates resulting, directly or indirectly, from (i) the manufacture, sale, distribution and/or promotion of the Licensee's Products; (ii) failure to comply with applicable laws or regulations; (iii) failure to comply with the terms of this Agreement; and/or (iv) the negligence or willful misconduct of the Licensee under this Agreement. Licensee agrees that it will carry insurance in an amount sufficient to provide adequate protection for itself and Lubrizol against any liability claims relating to Licensee's Products. Licensee agrees that it has or will obtain, at its own expense, general comprehensive liability insurance from a recognized insurance company, qualified to do business in the Territory, that providing adequate protection against any liability claims related to Licensee's Products.

## **7. Ethics Policy and Compliance with Laws**

- 7.1 When using the Trademark(s) or performing any other activities under this Agreement, Licensee agrees to comply with all applicable federal, state, local and foreign laws, rules and regulations, and conduct its affairs in a manner consistent with high moral and ethical standards. In addition, Licensee acknowledges that it and its employees who will be responsible for using the Trademark(s) have read, reviewed and will comply with Lubrizol's Code of Ethics located on Lubrizol's website at <https://www.lubrizol.com/company/governance-and-ethics/ethics> when using the Trademark(s) or performing any other activities under this Agreement.
- 7.2 The use of the Trademark(s) and the ingredients pursuant to this Agreement will be subject to the export, assets, and financial control regulations of the United States of America, including, but without limitations, restrictions under regulations of the United States that may be applicable to direct or indirect re-exportation of equipment, products, or services directly produced by use of technical information. Licensee shall not sell, distribute, export, or ship any Lubrizol product or any know how, technical data, or documentation relating to any Lubrizol product to or through any of the countries to which sales are prohibited by U.S. law. As of the date of this Agreement, these countries are: Cuba, Iran, North Korea, Syria, Belarus, Russia, and the Crimea, Donetsk and Luhansk regions of Ukraine. Lubrizol may, but is not required to, amend this list of countries. Licensee's Products containing Lubrizol's ingredients also may not be sold to individuals and entities that are blocked by U.S. law or other applicable sanctions, including but not limited to individuals and entities subject to Venezuelan sanctions.

A consolidated screening list of parties for which the United States Government maintains restrictions on exports, re-exports or transfers of items may be found at [www.bis.doc.gov](http://www.bis.doc.gov).

7.3 If any personal data is received, Recipient will use the personal data solely in connection with the Purpose and will comply with all applicable data privacy or data protection laws.

**8. Assignment**

This Agreement is personal to Licensee. This Agreement or any rights hereunder may not be assigned in whole or in part by Licensee without prior written consent of Lubrizol.

**9. Independent Contractor**


The parties hereto are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties hereto. Licensee shall not use the Trademark(s) in a manner that may be construed as creating an agency, partnership, franchise, or other form of joint enterprise between the parties.

**10. Governing Law**

This Agreement shall be governed by and interpreted according to the laws of Ohio, United States of America, without reference to its rules or choice of laws.

NUTRISYSTEM SRL

LIPOTEC S.A.U.

By: 

By: 

Print Name: Roberto Vaselli

Print Name: David Padró

Title: CEO

Title: Global Business Manager

Date: 26/02/2026

Date: 26/02/2026