

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (the “Agreement”) is effective as of **September 06, 2024** (“Effective Date”), between **BALCHEM CORPORATION**, with offices located at 5 Paragon Drive, Suite 201, Montvale, NJ 07645, and **NUTRISYSTEM SRL** (“Customer”), with offices located at Via Lambro 36, Opera, MI, 20090 Italy. Collectively Balchem and Customer are sometimes hereinafter referred to as the “Parties” or individually as a “Party”.

RECITALS

- A. Balchem and its subsidiaries Albion Laboratories, Inc., SensoryEffects, Inc., and Kappa Biosciences AS (collectively “Balchem”) own various trademarks.
- B. Customer has purchased or may purchase Balchem Material covered by one or more of Balchem’s trademarks for use in Customer’s products. Customer desires to mark its products with applicable Balchem trademarks.
- C. Balchem is willing to allow Customer to mark its products containing Balchem Material with applicable trademarks, under the terms and conditions set forth in this Agreement.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS. In this Agreement, the following terms shall have the meanings set forth below:

- a. “Balchem Material” means certain products, intended for human nutrition manufactured, sold, or offered for sale by Balchem.
- b. “Balchem Licensed Trademarks” means the trademarks identified in Annex A.
- c. “Covered Products” means products manufactured and/or distributed by Customer that, at all times, include a substantial amount of Balchem Material as an ingredient.
- d. “Market” means the general foods, medical foods, dietary supplement, and beverages markets.
- e. “Use Guidelines” means the guidelines Balchem establishes from time to time at its sole discretion concerning the use of the Balchem Licensed Trademarks. Annex B contains some of Balchem’s Use Guidelines as of the Effective Date.

2. GRANT OF LICENSE. Subject to the terms and conditions of this Agreement, and Customer’s compliance therewith, Balchem hereby grants to Customer during the Term a nonexclusive, royalty free, revocable, limited license and right to use the Balchem Licensed Trademarks (i) on labels and packaging for the Covered Products and in publicity, marketing materials, brochures, and other forms of advertising for the Covered Products, (ii) in accordance with the Annexes hereto, and (iii) solely in the Market. Except as expressly granted in this Agreement, Customer acknowledges and agrees that it does not have, nor shall it ever have or claim, any right, title, or interest in any Balchem Licensed Trademarks. Balchem reserves all rights not expressly granted to Customer in this Agreement.

3. USE OF BALCHEM LICENSED TRADEMARKS.

- a. Customer will strictly comply with Balchem’s directions regarding the use of the Balchem Licensed Trademarks, including the directions in this Agreement and the Use Guidelines.
- b. Customer will not use the Balchem Licensed Trademarks or any part thereof as part of Customer’s corporate name, product names, domain names, or social media account names.
- c. Customer shall not use any name or mark confusingly similar to the Balchem Licensed Trademarks.
- d. Customer shall not, and shall not permit any third party to, promote, advertise, market, or sell Balchem Material in any manner other than as an ingredient in a Covered Product in the Market, or in any manner inconsistent with this Agreement.
- e. If at any time Customer’s usage of the Balchem Licensed Trademarks fails, in the sole opinion of Balchem, to conform to this Agreement or Balchem’s approval, Balchem may so notify Customer. At Balchem’s request, Customer shall cease or modify any use of the Balchem Licensed Trademarks in accordance with Balchem’s instructions. Balchem reserves the right to immediately terminate this Agreement without notice upon unauthorized or improper use of the Balchem Licensed Trademarks.

4. OWNERSHIP AND REGISTRATION OF BALCHEM LICENSED TRADEMARKS.

a. Customer acknowledges that Balchem is the owner of the Balchem Licensed Trademarks throughout the world and all goodwill related thereto. Customer acknowledges the validity of and agrees not to challenge, the Balchem Licensed Trademarks. Customer also agrees that any and all rights that may be acquired by the use of the Balchem Licensed Trademarks, with the exception of all of Customer’s rights to receive payments from Customer’s customers, shall inure to the sole benefit of Balchem. If Customer acquires any rights in the Balchem Licensed Trademarks by operation of law or otherwise, Customer will assign, and hereby irrevocably assigns, such rights to Balchem.

b. Customer agrees not to apply for, or obtain, or assist any third party in applying for or obtaining, any registration in any country for any name or mark that resembles or is confusingly similar to the Balchem Licensed Trademarks. If Customer files any application for trademark registration in any country that relates to any name or mark which, in the sole opinion of Balchem, is confusingly similar,

deceptive, or misleading with respect to the Balchem Licensed Trademarks, Customer shall immediately abandon any such application or registration or, at Balchem's sole discretion, assign it to Balchem at Customer's expense. Customer shall reimburse Balchem for all the costs and expenses of any opposition, cancellation, or related legal proceedings, including attorneys' fees, instigated by Balchem or its authorized representative, in connection with any such registration or application.

c. Customer agrees to notify Balchem in the event Customer becomes aware of any actual, suspected, or threatened infringement, or misuse of the Balchem Licensed Trademarks, or other third-party allegations or claims related to the Balchem Licensed Trademarks and will provide all necessary information and assistance to Balchem should Balchem decide that infringement proceedings should be commenced or defended.

5. QUALITY CONTROL. Customer acknowledges and is familiar with Balchem's high standards, quality, style, and image, and Customer shall, at all times, conduct its business and use the Balchem Licensed Trademarks in a manner consistent with these standards, quality, style, and image. Without limiting the foregoing, Customer acknowledges and agrees as follows:

a. Balchem retains sole discretion as to the nature and quality of Customer's use of Balchem Licensed Trademarks in Customer's labeling, advertising, promotional, and other related materials. Customer agrees to supply Balchem with specimens of use of Balchem Licensed Trademarks upon request for Balchem's review. Any review of Customer's use of Balchem Licensed Trademarks does not extend to a review for compliance with any regulation administered by the Federal Food and Drug Administration or any other applicable law or regulation. Except as otherwise expressly set forth herein, any statement by Balchem as to the labeling or marketing of any Covered Product is to be construed as suggestion only, and is not to be construed as legal or regulatory advice or an attempt by Balchem to control any Covered Product. Customer acknowledges that it is solely responsible for its compliance with applicable law and regulation related to the Covered Products.

b. In the performance of this Agreement, Customer shall comply with all applicable laws and regulations and obtain all appropriate governmental approvals pertaining to its production, distribution, sale, and advertising of the Covered Products, particularly those laws and regulations pertaining to the proper use and designation of trademarks in the places the Covered Products are marketed and sold. Customer shall promptly notify Balchem should Customer become aware of any applicable laws or regulations that are inconsistent with the provisions of this Agreement. Balchem may, at its option, either waive the performance of such inconsistent provisions or terminate the license and rights granted hereunder.

c. Balchem does not review the formulations, efficacy, or safety of the Covered Products; however, Customer acknowledges that these factors are important to Balchem and agrees to maintain high quality, efficacy, and safety standards for the Covered Products. Balchem has the right, at its sole election, to terminate this Agreement in the event a Covered Product is dangerous to human health or wellbeing. Balchem may, from time to time, request Customer to submit samples of Covered Products to Balchem for the purpose of allowing Balchem the opportunity to confirm that Balchem Material are being included in Covered Products and in accordance with the terms and conditions of the Agreement.

d. Upon Balchem's request, Customer shall provide a list of countries in which the Covered Products are being marketed and/or sold for the purpose of allowing Balchem the opportunity to confirm the proper use and designation of trademarks in the places the Covered Products are being marketed and/or sold by Customer.

e. Customer agrees that it shall not, during the Term or thereafter, directly or indirectly take, omit to take, or permit any action which will or may dilute the Balchem Licensed Trademarks or tarnish or bring into disrepute the reputation of or goodwill associated with the Balchem Licensed Trademarks or Balchem, or which will or may invalidate or jeopardize any registration of the Balchem Licensed Trademarks.

f. Customer agrees that Balchem may promote the Covered Products on Balchem's digital platforms and in other Balchem marketing.

6. ASSIGNMENT; SUBLICENSE. This Agreement and any rights herein cannot be assigned, delegated, transferred, or sublicensed by Customer, except with Balchem's prior written consent. No assignment, delegation, transfer, or sublicense will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, transfer, or sublicense in violation of this section is null and void. This Agreement will remain binding upon all permitted assignees, successors, and licensees of the Customer.

7. TERM. Unless sooner terminated in accordance with this Agreement, this Agreement shall commence on the Effective Date and shall continue in effect for a term of five (5) years.

8. TERMINATION OF AGREEMENT. This Agreement, and the licenses granted in this Agreement, may be immediately terminated by notice from Balchem at its option and without prejudice to any other remedy to which it may be entitled at law, in equity, or otherwise, in the event (i) Customer breaches or violates any of the terms of this Agreement or any other agreement to which Balchem and Customer may be parties; (ii) Balchem, at its sole discretion, and as part of its marketing strategy or for other reasonable business purposes, decides to terminate this Agreement; or (iii) Customer makes an assignment for the benefit of its creditors, commits any act of bankruptcy, has a receiver appointed, or otherwise admits of its inability to pay its debts as they mature. Under no circumstances shall Balchem be liable to Customer by reason of termination or non-renewal of this Agreement, whether for compensation, reimbursement, or damages for any reason, including any expenses or commitment made by Customer in reliance on the existence of this Agreement.

9. RIGHTS UPON TERMINATION OF AGREEMENT. Upon the termination or expiration of this Agreement, for any reason, Customer shall remove from its property and immediately discontinue all direct or indirect use of Balchem Licensed Trademarks. Notwithstanding the foregoing, as long as Customer was not in breach of the Agreement at the time of termination or expiration, Customer shall have a period of six (6) months to sell through any inventory of Covered Products that make use of the Balchem Licensed Trademarks and that were in

existence at the time of termination or expiration. Any rights or obligations of the Parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration, including the rights and obligations set forth in sections 4, 10, 14, and 15.

10. INDEMNITY. Customer shall defend, indemnify, and hold harmless Balchem, its subsidiaries, and its and their authorized representatives, agents, successors, and assigns, from and against all losses, damages, liabilities, judgments, settlements, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and enforcement costs arising out of or in connection with any claims, suits, actions, or proceedings related to any Customer use of the Balchem Licensed Trademarks, including the manufacture, marketing, or sale of Covered Products, or the improper or unauthorized use by Customer of Balchem Licensed Trademarks.

11. INDEPENDENT RELATIONSHIP. The relationship of Balchem and Customer established by this Agreement is that of independent contracting parties, and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct or control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow Customer to create or assume any obligation on behalf of Balchem for any purpose whatsoever.

12. ATTORNEYS' FEES. Should either Party default with respect to any of the provisions of this Agreement, the defaulting Party shall pay all costs and expenses, including reasonable attorneys' fees, incurred by the other Party to protect its rights hereunder, regardless of whether an action is commenced or prosecuted to judgment.

13. DELAY. No failure or delay by a Party in exercising any right or privilege hereunder shall operate as a waiver or modification thereof, nor shall any partial exercise thereof preclude any other or further exercise thereof.

14. LIMITATION OF LIABILITY. Balchem shall not be liable for any damages exceeding the value of the Balchem Material sold to Customer within the most recent three (3) month period. Notwithstanding anything in this Agreement to the contrary, Balchem shall in no event be responsible to Customer, or and third-party, in contract or tort or otherwise, for loss of profit or revenues, or for any other indirect, incidental, special, punitive, exemplary, or consequential loss or damage, arising from any cause whatsoever.

15. CHOICE OF LAW; VENUE. This Agreement is entered into in contemplation of, and shall be construed in accordance with, the laws of the State of New York, USA, excluding its conflicts of law or choice of law statutes. The exclusive place of venue for any dispute or lawsuit shall be New York City, New York, USA.

16. EQUITABLE RELIEF. Customer acknowledges that a breach by Customer of this Agreement may cause Balchem irreparable damages, for which an award of monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Balchem will be entitled to equitable relief (without the necessity of posting bond or other security, and without the necessity of proving actual damages), including a restraining order, injunctive relief, specific performance, or any other relief that may be available from any court, in addition to any other remedy to which Balchem may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

17. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement. Any prior agreements and understandings between the Parties, whether oral or written, whether express or implied, that concern the subject matter of this Agreement are superseded hereby and shall have no binding effect on the Parties.

18. COUNTERPARTS. This Agreement may be executed in counterparts and via facsimile signature, including as transmitted by PDF or email, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

19. SEVERABILITY. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. If any part of this Agreement shall be held unenforceable, such holding shall not affect the enforceability of any other part of this Agreement.

20. CHANGES. This Agreement can only be amended or modified by an instrument in writing signed by the Party sought to be bound.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

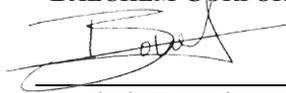
NUTRISYSTEM SRL

Signature : 

NAME: Roberto Vaselli

TITLE: CEO

BALCHEM CORPORATION



Frederic Boned

SVP & GM Human Nutrition and Health

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ANNEX A
BALCHEM LICENSED TRADEMARKS

TRADEMARK	RESTRICTIONS	RESTRICTED TERRITORIES NOT PART OF THE LICENSE
<p style="text-align: center;">ALBION[®] (word)</p>	<p>May only be used with Covered Products containing an Albion[®] mineral ingredient and distributed in the following jurisdictions: African Intellectual Property Organization, Argentina, Australia, Belize, Brazil, Canada, Chile, China, Colombia, European Union, Guatemala, India, Mexico, Morocco, Paraguay, Taiwan, United Kingdom, United States, Uruguay, or Vietnam.</p>	<p>Belarus, Czech Republic, Republic of Poland, Slovakia, Ukraine</p>
<p style="text-align: center;">ALBION[™] (word)</p>	<p>May only be used with Covered Products containing an Albion[™] mineral ingredient and distributed in the jurisdictions not referenced in the immediately preceding row (i.e., Albion[®]).</p>	<p>Belarus, Czech Republic, Republic of Poland, Slovakia, Ukraine</p>

Alternate versions of the Balchem Licensed Trademarks may be available and approved for use upon written request.

ANNEX B
Use Guidelines

Balchem's trademarks are a principal means by which the public identifies Balchem, its products, and its activities. Balchem's success is due in part to the favorable recognition it has achieved under the Balchem name, and the product trademarks such as those listed on Annex A. Subject to the terms of this Agreement, you may cite Balchem Licensed Trademarks properly as outlined herein.

However, you may not use Balchem Licensed Trademarks:

- In, as, or as part of your own trademarks;
- To identify products that do not contain Balchem Materials;
- In a manner likely to cause confusion;
- In a manner that implies inaccurately that Balchem sponsors or endorses, or is otherwise connected with, your activities, products, and services; or
- In a manner that implies that the primary or sole content of a Covered Product only contains Balchem Materials when any amount of other materials is added to the Covered Product.

Please follow these guidelines when using our trademarks:

Proper Notice

Please use the appropriate TM trademark notice with Balchem Licensed Trademarks. Wherever possible, the trademark TM notice should appear in superscript in a size smaller than the mark itself and without parentheses.

Proper Use

Please follow these guidelines in using Balchem Licensed Trademarks:

- Do not pluralize Balchem Licensed Trademarks.
- Do not hyphenate Balchem Licensed Trademarks.
- Keep Balchem Licensed Trademarks distinct from other text, images, or material.
- Do not alter, edit, modify, or combine Balchem Licensed Trademarks.
- Do not render Balchem Licensed Trademarks possessive through use of an apostrophe.
- For Balchem Licensed Trademarks related to a specific Balchem Material, Balchem Licensed Trademarks may only be used if all of the content of a particular type of ingredient is a Balchem Material. For example, if a Covered Product includes iron, a FerrochelTM trademark can only be used if 100% of the iron in the Covered Product is FerrochelTM; if a Covered Product includes VitaCholineTM, a VitaCholineTM trademark can only be used if 100% of the choline in the Covered Product is VitaCholineTM.
- Do not use a Balchem Licensed Trademark if the related Balchem Material is not included in the Covered Product.

Proper Attribution

When you use Balchem Licensed Trademarks in any materials, please include a brief statement attributing ownership of these trademarks to Balchem. For example:

Ferrochel[®] is a trademark of Balchem Corporation or its subsidiaries.

~Or~

AlbionTM Minerals and VitaCholineTM are trademarks of Balchem Corporation or its subsidiaries.

~Or~

VitaCholine[®] is a trademark of Balchem Corporation or its subsidiaries and registered in the U.S., EU, and other countries.

Please note that the attribution need only identify Balchem trademarks that you use in your material and thus may vary from the above example.

Attribution statements must appear on Covered Product labels.

Additional Guidance

Balchem may make available additional guidance related to style, color, font, etc. for uses of certain of the Balchem Licensed Trademarks. You must adhere to this additional guidance.