

SETTLEMENT AGREEMENT AND RELEASE

1. INTRODUCTION

1.1 The Parties. This Confidential Settlement Agreement is entered into by and between Citizens of California Safety Corp. ("CCSC") and InPivota Corp., collectively referred to as the "Parties"

1.2 General Allegations. CCSC alleges InPivota Corp. manufactures, markets, distributes, and/or sells certain products that contain lead in the State of California without first providing consumers of the product with a clear and reasonable warnings as required pursuant California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), which codified at Cal. Health & Safety Code §25249.5 et seq. Lead is listed by the State of California as known to cause cancer and subject to Proposition 65 warning requirements.

1.3 Product Description. The products covered by this Settlement Agreement are Pure Ashwagandha Root Supplements, Pure Natural Ceylon Cinnamon Supplements 1925 mg, and Pure Ceylon Cinnamon Supplements 770 mg, ("Products") that have been imported, distributed, offered for sale and/or sold in California by InPivota Corp.

1.4 Notice of Violation. On December 17, 2020, CCSC served InPivota Corp. and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with documents entitled "60 Day Notice of Violation" ("Notice") that provided InPivota Corp. and such others, including public enforcers, with notice that alleged InPivota Corp. was in violation of California Health & Safety Code § 25249.6, for failing to warn California consumers that use of the Products will expose them to lead. To the Parties' knowledge, none of the public prosecutors with authority to prosecute violations of Proposition 65 has commenced and is diligently prosecuting an action based on the allegations set forth in the Notice.

1.5 No Admission of Liability. The Parties enter into this Settlement Agreement to settle a disputed claim between them as set forth herein. InPivota Corp. denies the material factual and legal allegations contained in the Notice and maintains that, all products that are or have been sold and distributed in California, including the Products, have been and are in compliance with Proposition 65 and any other laws. Nothing in this Settlement Agreement shall be construed as an admission by InPivota Corp. of any fact, finding, issue of law, or that it engaged in any violation of law, wrongful, tortious, or unlawful activity; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by InPivota Corp. of any fact, finding, conclusion, issue of law or violation of law, wrongful, tortious, or unlawful activity, such being specifically disclaimed and denied by InPivota Corp. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities and duties under this Settlement Agreement.

1.6 Effective Date. For purposes of this Settlement Agreement, the term “Effective Date” shall mean the date this Agreement is fully executed by the Parties.

2. INJUNCTIVE RELIEF, REFORMULATION, AND WARNINGS

2.1 Reformulation of Products. As of the Effective Date, and continuing thereafter, shall be enjoined from manufacturing, distributing, importing, or directly selling in the State of California, any Covered Product which exposes a person to a “Daily Lead Exposure Level” of more than .5 micrograms of lead per day unless it meets the warning requirements under Section 2.3.

2.2 Daily Exposure Level. For purposes of this Agreement “Daily Exposure Level” shall be measured in micrograms, and calculated by multiplying the micrograms of lead per gram of the product by the grams of product per serving (based on the product label), multiplied by the serving of the product per day based on the recommended daily serving on the label, which equals the “Daily Exposure Level”.

2.3 Clear and Reasonable Warning. If InPivota Corp. is required to provide a warning pursuant to Section 2.1, one of the following warning must be utilized (“Warning”)

(a) the text, "WARNING: This product can expose you to chemicals including lead, which is known to the State of California to cause cancer or reproductive harm. For more information go to www.P65Warnings.ca.gov." accompanied by and placed to the right of a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline sized to be no smaller than the word "WARNING" as provided by regulations adopted on or about August 30, 2016; or

(b) the text, "WARNING: Cancer or Reproductive Harm www.P65Warnings.ca.gov." accompanied by and placed to the right of a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline sized to be no smaller than the word "WARNING" as provided by regulations adopted on or about August 30, 2016.

2.4 Compliance with Warning Regulations. The Parties agree that InPivota Corp. shall be deemed to be in compliance with this Settlement Agreement by either adhering to Section 2.3 of this Settlement Agreement or by complying with warning requirements adopted by the State of California’s Office of Environmental Health Hazard Assessment (“OEHA”) after the Effective Date. The triangular warning symbol specified in Section 2.3 shall be in yellow with a black exclamation mark; provided however, the symbol may be printed in black and white if the Covered Product label is not printed against a yellow background.

3. PAYMENTS

3.1 Penalties. In settlement of all the claims referred to in this Settlement Agreement, within thirty (30) days shall pay \$2000.00 as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Penalty remitted to OEHHA and the remaining 25% of the Penalty remitted to Brown Bear Law shall be responsible for ensuring that the Civil Penalty payments to (a) ³OEHHA' in the amount of \$1,500.00; and to (b) ³CCSC' in the amount of \$500.00 are delivered within ten (10) days of receipt of said settlement monies.

3.2 Attorney Fees and Costs: Commencing on July 1, 2021, InPivota Corp. shall pay a total of thirty thousand dollars (\$30,000) to Brown Bear Law, APC as compensation for reasonable attorney fees and costs and other costs incurred as a result of bringing this matter to InPivota Corp.'s attention. The payment shall commence on July 1, 2021 and be provided in monthly installments on the first of the month in the amount of two thousand five hundred dollars (\$2,500) and continue until June 1, 2022 or the full amount is satisfied.

3.3 Payment Procedures. (a) Issuance of Payments. Payments shall be delivered as follows: (i) All payments owed by InPivota Corp. pursuant to this Agreement shall be delivered by wire transfer. The wire transfer instructions are:

Brown Bear Law, APC IOLTA Account– name associated with account Shant Vayvayan
Routing Number 122235821 [International Banks can use USBKUS44IMT]
Account Number 157524044896

U.S. Bank
Wire Transfer Department
PO Box 64830
St. Paul, MN 55164-0830 a/c 6550113516

3.4 Enforcement: If InPivota Corp. fails to make payments as indicated in 3.1 through 3.3 of this agreement to Brown Bear Law, APC, InPivota Corp. shall pay the reasonable attorney fees and costs for enforcement of this settlement agreement in a Court which may hear this matter.

4. RELEASE

4.1 Release of InPivota Corp. and Downstream Customers and Entities. This Settlement Agreement is a full, final and binding resolution between CCSC and InPivota Corp. regarding any violation of Proposition 65 that was or could have been asserted by CCSC or on behalf of its past and current agents, representatives, attorneys, successors,

and/or assignees. CCSC hereby waives all rights to institute or participate in, directly or indirectly, and releases and forever discharges InPivota Corp. from all causes of action, claims, judgments, obligations, theories, attorneys' fees, damages, costs and/or liabilities of whatever kind or character, known or unknown, suspected or unsuspected, including, but not limited to, those arising under any federal, state, provincial, or local law, regulation, or ordinance, contract, quasi-contract, the common law, public policy, or any constitutions, such as, without limitation, Uniform Commercial Code, UFTA, California Commercial Code, Government Code section 12940 et seq., and the California Health and Safety Code, including, but not limited to, Sections 25249.5, 25249.6, and 25249.7, excluding enforcement claims pursuant to paragraph 3.4 of this agreement, (collectively "Claims") against InPivota Corp. downstream distributors, wholesalers, customers, retailers, corporate affiliates, subsidiaries and their respective officers (collectively "Releases").

4.2 Release of CCSC. InPivota Corp. on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against CCSC, its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by CCSC and/or its attorneys and other representatives, in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter or with respect to the Products.

4.3 California Civil Code § 1542. It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Products will develop or be discovered. CCSC in its capacity only, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees and InPivota Corp. in its capacity only, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, acknowledge that this Agreement is expressly intended to cover and include all such claims up through the Effective Date, including all rights of action thereof. The Parties acknowledge that the claims released, may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such unknown claims.

California Civil Code § 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. CCSC and InPivota Corp. each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

4.4 No Outstanding or Known Future Claims/Causes of Action. Each Party affirms that it has not filed with any governmental agency or court any type of action or report against the other Party, and currently knows of no existing act or omission by the

other Party that may constitute a claim or liability excluded from the releases above. CCSC represents and warrants that it has not assigned or subrogated any claim against Releases or authorized any other person or entity to assert such a claim or claims on its their behalf.

5. Confidentiality of Agreement.

The Parties expressly understand and agree that this Agreement and its contents (including, but not limited to, the fact of payment and the amounts to be paid hereunder) shall remain CONFIDENTIAL and shall not be disclosed to any third party whatsoever, except the Parties' counsel, experts, accountants, financial advisors, tax professionals retained by them, any federal, state, or local governmental taxing or regulatory authority, and the Parties' management, officers and Board of Directors, and except as required by law or order of court. Any person identified in the preceding sentence to whom information concerning this Agreement is disclosed excluding any federal, state, or local governmental taxing or regulatory authority, is bound by this confidentiality provision and the disclosing party shall be liable for any breaches of confidentiality by persons to whom he/she/it has disclosed information about this Agreement in accordance with this paragraph. The terms and conditions of this Agreement may also be disclosed as required to comply with the reporting provisions of California Health and Safety Code Section 25249.7, or as requested by the California Attorney General's office. Nothing contained in this paragraph shall prevent any Party from stating that the Parties have "amicably resolved all differences," provided, however, that in so doing, the Parties shall not disclose the fact or amount of any payments made or to be made hereunder and shall not disclose any other terms of this Agreement or the settlement described herein. If any subpoena, order or discovery request (the "Document Request") is received by any of the Parties hereto calling for the production of the Agreement, such Party shall promptly notify the other Party hereto prior to any disclosure of same. In such case, the subpoenaed Party shall: (a) make available as soon as practicable (and in any event prior to disclosure), for inspection and copying, a copy of the Agreement it intends to produce pursuant to the Document Request unless such disclosure is otherwise prohibited by law; and (b) and, to the extent possible, shall not produce anything in response to the Document Request for at least ten (10) business days following such notice. If necessary, the subpoenaed Party shall take appropriate actions to resist production, as permitted by law, so as to allow the Parties to try to reach agreement on what shall be produced. This paragraph is a material part of this Agreement.

6. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the law of the State of California and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable or limited by reason of law generally, or as to the Products, InPivota Corp. shall have no further obligations pursuant to this Settlement Agreement.

7. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are deemed by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected but only to the extent the deletion of the provision deemed unenforceable does not materially affect, or otherwise result in the effect of the Settlement Agreement being contrary to the intent of the Parties in entering into this Settlement Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

8. NOTICES

Unless specified herein, all notices and correspondence required to be provided pursuant to this Settlement Agreement shall be in writing and personally delivered or sent by: (i) first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the other party at the following addresses:

For: InPivota Corp.

Ryan Johnson
2578 West 600 North
Lindon, UT 84084

For: CCSC

Shant Vayvayan, Esq.
Brown Bear Law, APC
PO Box 573423
Tarzana, CA 91357

Any party, may specify in writing to the other party a change of address to which all notices and other communications shall be sent.

9. COUNTERPARTS

This Settlement Agreement may be executed in counterparts and by facsimile or .pdf signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

9. COMPLIANCE WITH HEALTH AND SAFETY CODE §25249.7(f)

CCSC agrees to comply with the reporting requirements referenced in Health & Safety Code § 25249.7(f).

10. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof.

11. MODIFICATION

This Settlement Agreement may be modified only by a signed written agreement of the Parties.

12. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement and have read, understood and agree to all of the terms and conditions contained of this Settlement Agreement.

13. AGREEMENT LEGALLY BINDING.

The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs and estates.


Date: June 14, 2021

INPIVOTA CORP.

By: 
Ryan Johnson
Title: Director

Date: June 19, 2021

**CITIZENS OF CALIFORNIA
SAFETY CORP.**

By: 
Melody Rahimi
Title: Director