

SETTLEMENT AGREEMENT AND GENERAL RELEASE

The Chemical Toxin Working Group Inc. dba Healthy Living Foundation Inc. (“HLF”) and Euroasias Organics Inc dba Naturevibe Botanicals (“Company”) enter into this Settlement Agreement and General Release (“Agreement”). HLF and Company are referred to individually as a “Party” or collectively as “Parties.” The Parties agree as follows.

Introduction.

The “Matter” arises out of the Notice of Violation of California Health & Safety Code §25249.5, *et seq.* (“Proposition 65”) that HLF issued to Naturevibe Botanicals and Amazon.com, Inc. on March 3, 2023, California Attorney General’s number 2023-000632 (referred to as “Notice” or “NOV”). In the Notice, HLF alleges that Company and Amazon manufacture, import, distribute, offer for sale, or sell in California the following product which requires a warning for lead and lead compounds under Proposition 65: Naturevibe Botanicals Organic Spinach Powder (the “Product” or “Covered Product”).

The Parties enter into this Agreement in order to fully resolve all claims, demands, and allegations regarding the Notice and for the purpose of avoiding prolonged litigation. Company denies the material factual and legal allegations in the Notice and maintains that all the products it has manufactured, imported, distributed, offered for sale, or sold into California, including the Covered Product, have been and are in compliance with Proposition 65 and all other applicable statutory, regulatory, common law, or equitable doctrines. Nothing in this Agreement shall be construed as an admission of the Parties, or any of their officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates franchisees, licensees, licensors, joint venture partners, customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by the Parties, or any of their officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates franchisees, licensees, licensors, joint venture partners, customers, suppliers, distributors, wholesalers, or retailers, of any fact, finding, conclusion, issue of law, or violation of law including but not limited to Proposition 65, such being specifically denied. Nothing in this Agreement or any document referred to shall be construed as giving rise to any presumption or inference of admission or concession by the Parties as to any fault, wrongdoing or liability. Neither the existence nor terms of this Agreement shall be offered or admitted as evidence in any administrative or judicial proceeding or litigation in any court, agency, or forum.

1. Definitions

- 1.1. “Effective Date” is the date on which this Agreement is fully executed by the Parties.
- 1.2. “Compliance Date” is the date that is 90 days after the Effective Date.
- 1.3. “Expose,” “Exposure” are used in this Agreement as defined in Cal. Code Regs., tit. 27, § 25102(i) and means to cause to ingest, inhale, contact via body surfaces or otherwise come into contact with a chemical listed in Proposition 65. An individual may come into contact with a listed chemical through water, air, food, or consumer products.
- 1.4. “Daily Exposure Level” means micrograms of lead or lead compounds per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day, using the largest number of recommended daily servings appearing on the label or in marketing materials of the Company. If the label or marketing

materials contain no recommended daily servings, then the number of recommended daily servings shall be one.

1.5. “Violative Daily Exposure Level” is an exposure to more than 0.5 micrograms of lead and/or lead compounds per day.

1.6. “Consumer Information” is used in this Agreement as defined in Cal. Code Regs., tit. 27, § 25600.1(c) and includes warnings, directions for use, ingredient lists, and nutritional information. Consumer Information does not include the brand name, product name, company name, location of manufacture, or product advertising.

1.7. “Warning” is a warning compliant with Section 2.3 of this Agreement.

1.8. “Reformulated Product” is an identical Product in substance and labeling to Covered Product(s), but with a product’s component(s) harvested in different location(s) or grown/manufactured with different (from Covered Product(s)) methods that have resulted in reduced or eliminated presence of the violative chemicals- lead and lead compounds- below the level specified in Section 1.5 of this Agreement.

1.9. “Distributor(s)” is any entity or individual that stands between Company as manufacturer and the Retail Seller(s) in purchases or contracts for sale of the Covered Product.

1.10. “Retail Seller(s)” means any entity or individual that engages in the business of selling the Covered Product to retail consumers. “Retail Seller” does not include any third party resellers who themselves purchase the Covered Product from a Retail Seller, and then attempt to resell the Covered Product to another buyer.

1.11. “Reasonably Foreseeable” means that a reasonable inquiry would have revealed to the Company that a Distributor could sell Covered Products to California. Some, but not all examples of such circumstances include: where the Distributor sells products online/over the internet, telephone, telephone applications (apps), or mail-order; maintains or intends to maintain storage, warehouse(s), brick-and-mortar retail establishment(s) located in California.

1.12. “Distribute into the State of California” means to directly or indirectly sell Covered Product in California; ship Covered Product for sale in California, including to sell Covered Product to a Distributor that Company knows, or for which it is Reasonably Foreseeable, that such distributor will sell Covered Product in California.

2. Company’s Duties

2.1. The Company agrees that the Covered Product(s) that Company Distributes into the State of California after the Compliance Date, shall either (1) qualify as a Reformulated Product or (2) comply with the warning requirements of this Agreement.

2.2. Testing.

2.2.1. The testing requirements of Section 2.2 do not apply to Covered Products for which the Company has provided a warning consistent with section 2.3, below.

2.2.2. After the Effective Date, testing shall be performed prior to Company’s first distribution into California or sale in California of Reformulated Product.

2.2.3. Testing shall continue at least once per year for as long as the Company sells Covered Product(s). Once the Company receives three annual consecutive satisfactory test reports, then no further

testing is required, unless the Company has reason to believe that the Product is violative of Proposition 65.

2.2.4. For purposes of determining if the Warning is required, the Company shall randomly select and test three (3) samples of the Covered Products from different lot numbers (or, if fewer than three (3) lots are available for testing, from as many lots as are available). The Company must consider the highest level in determining if the Product can be sold without a warning. Testing shall continue at least once per year for three (3) years thereafter for as long as Company sells Covered Product.

2.2.5. Testing pursuant to this Agreement shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection, limit of quantification, accuracy, and precision and meets the following criteria: Gas Chromatography Mass Spectroscopy, achieving a limit of detection of less than or equal to 40 parts per billion, or any other testing method subsequently agreed upon in writing by the Parties.

2.2.6. Testing pursuant to this Agreement shall be performed by an independent third party laboratory accredited to perform such testing for lead, and lead compounds using the methodology in Section 2.2.5.

2.3. Warning.

As of the Effective Date and to the extent that Company is required to provide a warning, Company agrees to provide a clear and reasonable warning on the Covered Product in compliance with the requirements of Proposition 65. This requirement shall only be applicable to Covered Product that is distributed, marketed, imported, sold, or offered for sale to consumers in the State of California.

The injunctive requirements of this Section shall not apply to any Covered Product already in the stream of commerce as of the Effective Date. Company has stopped sale of the Covered Product and will not disseminate it to any Distributor.

2.3.1. A clear and reasonable exposure warning must be provided for Covered Product(s) with Violative Daily Exposure Level that Company Distributes into the State of California after the Compliance Date. The warning shall consist of either the Standard Warning under 2.3.1.(a), or the Short-Form Warning under 2.3.1. (b); and the Online/Internet Warning under 2.3.3, if the Product is sold online.

(a) Standard Warning. The Standard Warning shall consist of the statement:

WARNING: Consuming this product can expose you to lead and lead compounds, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

(b) Short-Form Warning. The Short-Form Warning shall consist of the statement:

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov/food.

Company may include the names of additional chemicals in the warning if Company reasonably believes such chemicals are present at a level that would require a Proposition 65 warning.

The font size of the Short-Form warning must be a minimum of 6 points, and it cannot be smaller than the largest size font used for Consumer Information.

2.3.2. Print Warning. Standard Warning or Short-Form Warning provided pursuant to Section 2.3 in print form must:

- (a) contain the word "WARNING:" in all capital letters, in bold font, followed by a colon;
- (b) be affixed to or printed on the Covered Products' label, or on a placard, shelf tag, sign or electronic device;
- (c) be displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use;
- (d) be set off from other surrounding information;
- (e) be enclosed in a box with a black or clearly defined border.

2.3.3. Online/Internet Warning. If Company sells Covered Products via internet websites to customers located in California, the warning shall be prominently displayed as follows: (a) on the primary display page for the Covered Product; (b) as a clearly marked hyperlink using the word "WARNING" in all capital and bold letters on the Covered Product's primary display page; (c) on the checkout page or any other page in the checkout process when a California delivery address is indicated for any purchase of any Covered Product and with the warning clearly associated with the Covered Product to indicate that the product is subject to the warning; or (d) by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. *The warning shall be prominently displayed without requiring the purchaser to seek out the warning in the general content of the website.*

2.3.4. Online Warning must comply with all requirements of Section 2.3.2 of this Agreement, except 2.3.2.(b) and (d).

2.4. For any Covered Product sold by Company to a Distributor, Company shall provide the written Notice to Distributors attached hereto as Exhibit A. Confirmation of receipt of the Notice to Distributors must be received electronically or in writing from a Distributor.

2.5. In the event that (a) the State of California's Office of Environmental Health Hazard Assessment ("OEHHHA") or another authorized agency enacts one or more regulations, (b) legislation is enacted by the California legislature, United States Congress or the voters, requiring, permitting or establishing warning text and/or methods of transmission different than those set forth above or an alternative means of calculating exposure for purposes of Proposition 65 other than that set forth herein, Company shall be entitled to apply to HLF to change the terms of this Agreement, such other warning text, method of transmission, or means of calculating exposure. The parties shall meet and confer within thirty (30) days to arrive at an agreement, and if no resolution is reached, HLF shall advise Company in writing detailing its rationale for its determination. If regulations or legislation are enacted or issued providing that a Proposition 65 warning for the Covered Product is no longer required, a lack of warning will not thereafter be a breach of this Agreement.

3. Settlement Payments.

3.1 In satisfaction of all claims for civil penalties and attorneys' fees and costs and damages related to the Notice, Company shall pay or cause to be paid a total settlement amount of \$165,000.00 (the "Settlement Amount") within ten (10) days by wire transfer to HLF's counsel escrow account, for which HLF's counsel will give Company the necessary account information no later than two (2) days after the Effective Date.

HLF shall be solely responsible for allocating the Settlement Amount pursuant to Section 3. The Parties acknowledge that Company cannot issue any settlement payments pursuant to this Section 3 until after Company receives, from HLF's counsel, the requisite W-9 forms for HLF and HLF's counsel. The Settlement Amount shall be allocated as follows:

3.2. \$23,000.00 shall be considered a "civil penalty," of which HLF shall remit seventy-five percent (75%) to the "Safe Drinking Water and Toxic Enforcement Fund" managed by OEHHA. Twenty-five percent (25%) of the "civil penalty" shall be retained by HLF.

3.3. \$142,000.00 shall be considered reimbursement of HLF's attorneys' fees and costs related to the Matter.

3.4. Except as expressly set forth in this Section 3 and 12, the Parties shall bear their own costs, expenses, and attorneys' fees related to this Matter.

4. Binding Effect; Claims Covered and Released.

4.1. This Agreement is a full, final, and binding resolution of all claims under Proposition 65 between HLF, on its own behalf and not on behalf of the public, and Company of any violation or alleged violation of Proposition 65 that was or could have been asserted by HLF, on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees (collectively, "Releasors"), against Company and each of its respective parents, subsidiaries, affiliated entities under common ownership, directors, officers, members, employees, attorneys, and each entity to whom Company directly or indirectly distributes, offers for sale or sells the Covered Product, including, but not limited to, its downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members and licensees, including, but not limited to, Amazon.com (collectively, "Releasees") based on the failure or alleged failure to warn about exposures under Proposition 65 from the Covered Product manufactured, imported, distributed, sold or offered for sale in California before the Effective Date, as alleged in the Notice.

In further consideration of the promises and agreements herein contained, HLF on its own behalf and not on behalf of the public, on behalf of its past and current agents, representatives, attorneys, successors and assignees hereby provides a release to Company and Releasees and waives any and all rights it may have to institute or participate in, directly or indirectly, any Proposition 65 action and releases all claims against Company and Releasees including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but not exclusively, investigation fees, expert and attorneys' fees arising under Proposition 65 with respect to the alleged or actual failure to warn about exposures required under Proposition 65 in the Covered Product manufactured, imported, distributed, sold or offered for sale by Company before the Effective Date.

4.2. HLF, on its own behalf only, and Company, on its own behalf only, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notice.

4.3. It is possible that other claims not known to the Parties, arising out of the facts alleged in the Notice, and relating to the Covered Products, will develop or be discovered. HLF on behalf of itself only, and Company on behalf of itself only, acknowledge that this Agreement is expressly intended to cover and include all such claims up through and including the Effective Date, including all rights of action therefore. HLF and Company acknowledge that the claims released in Sections 4.1 and 4.2 above may include unknown claims, and nevertheless waive California Civil Code section 1542 and any federal or state law of similar effect as to any such unknown claims. California Civil Code section 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.

HLF on behalf of itself only, and Company on behalf of itself only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

4.4. If HLF alleges that Company has failed to comply with this Agreement, prior to filing an action or a notice of violation as to any Releasee, HLF shall first provide Company sixty (60) days' advance written notice of the alleged violation(s). HLF shall provide testing results, lot numbers, and photographs of the Covered Product packaging for the Covered Product at issue. The Parties shall meet and confer during such sixty (60) day period in an effort to resolve the matter informally without the need for litigation. If the matter is not resolved within sixty (60) days, HLF can file a litigation and recover all applicable costs and attorneys' fees, in accordance with California Code of Civil Procedure section 1021.5

4.5. The Parties agree that compliance with the terms of this Agreement shall constitute compliance by any Releasee with Proposition 65.

5 – 6. [SECTIONS 5-6 ARE INTENTIONALLY OMITTED].

7. Modification

7.1. This Agreement contains the entire agreement between the Parties with regard to settlement of this Matter, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth in this Agreement.

7.2. Except as provided in this Section 7, this Agreement may be modified only by a written agreement of the Parties.

7.3 If a dispute should arise concerning a modification of this Agreement, then the Parties shall meet and confer in good faith to attempt to resolve the dispute, but if it cannot be resolved in that manner, either Party may present the dispute to the court for resolution.

8. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective owners, principals, shareholders, members, managers, officers, directors, employees, successors, and assigns.

9. No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against any of the Parties, based upon the fact that one of the Parties and/or one of the Parties' attorneys prepared and/or drafted all or any portion of this Agreement. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.

10. This Agreement shall be deemed to have been entered into in the State of California and governed and interpreted by the laws of the State of California, regardless of the physical locations of the individuals executing this Agreement.

11. The Parties acknowledge that they have a right to consult an attorney and they have consulted their attorneys with respect to the terms and conditions of this Agreement or by signing this Agreement hereby acknowledge they have made the decision not to consult with an attorney in this Matter. The Parties

further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.

12. Any legal action to enforce this Agreement or related to this Matter may be brought in any California State court.

13. This Agreement may be signed in counterparts, and each counterpart, as well as any e-mail copy or electronically stored on a cloud software copy of this Agreement, or any other counterpart, shall be deemed to be original.

14. All notices required to be given to either Party under this Agreement shall be in writing and sent to the following recipients by (1) (a) first-class mail or (b) overnight delivery, and (2) by email.

For HLF:

Poulsen Law P.C.
282 11th Avenue, Suite 2612
New York, New York, 10001
Tel: +1 (646) 776 5999
Tel: + 1(650) 296 1014 Direct
ap@poulsenlaw.org

For Company:

Malcolm Weiss, Esq.
Jennifer MikoLevine, Esq.
Hunton Andrews Kurth, LLP
550 S. Hope St.
Los Angeles, CA 90071
Tel: (213) 532 2000
mweiss@hunton.com
jmikolevine@hunton.com

15. Each of the individuals who executes this Agreement represents and warrants he/she has the authority to execute this document and bind the respective Parties to the terms and conditions of this Agreement, and has read, understood, and agreed to all the terms and conditions in this Agreement.

16. It is the Parties' belief that the terms of this Agreement confer a significant benefit to the general public as set forth in California Code of Civil Procedure section 1021.5 and California Administrative Code title 11, section 3201. As such, it is the intent of the Parties that to the extent any other private party initiates an action alleging that the Covered Product is somehow in violation of Proposition 65, such private party action would not confer a significant benefit on the general public, so long as Company is in material compliance with the terms of this Agreement.

17. HLF and its attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code section 25249.7(f) and shall report this Agreement to the California Attorney General's Office within five (5) days of the Effective Date.

18. Each of the individuals who executes this Agreement represents and warrants he/she has the authority to execute this document and bind the respective Parties to the terms and conditions of this Agreement, and has read, understood, and agreed to all the terms and conditions in this Agreement.

THE CHEMICAL TOXIN WORKING GROUP, INC.
dba Healthy Living Foundation, Inc.

EUROASIAS ORGANICS
dba Naturevibe Botanicals

By: *David Seidman*
Name: DAVID SEIDMAN
Title: CEO
Dated: 1-29-24

By: *[Signature]*
Name: KESHORE CHIKHANI
Title: OWNER
Dated: 01/17/2024

EXHIBIT A
Notice to Distributors

This is to notify you regarding possible violations of California Health and Safety Code §§ 25246.5 et seq. (“Proposition 65”) for the presence of _____ in:

Naturevibe Botanicals Organic Spinach Powder (“Covered Product”).

1. Notice

_____ is providing the following notice to you regarding the Covered Products and the Safe Drinking Water and Toxic Enforcement Act of 1986 of California (“Proposition 65”)

- The consumption of the Covered Products may result in an exposure to lead and lead compounds and therefore requires a warning under Proposition 65.
- For any Covered Product sold by you or your downstream distributors, customers, retailers (collectively “Purchaser(s)”) in or to California, you or the Purchaser **must provide a warning to a consumer** which meets the “Content Requirements” and “Method of Transmission” below.
- For any Covered Product you sell to other Purchasers, you must provide this Notice and receive a Confirmation of Receipt, as in paragraph 4 below.

2. Content Requirements

The warning shall state EITHER:

WARNING: Consuming this product can expose you to lead and lead compounds, which is known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to www.P65Warnings.ca.gov/food.

OR

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov/food.

3. Method of Transmission

The warning shall be prominently displayed as follows: (a) on the primary display page for the Covered Product; (b) as a clearly marked hyperlink using the word “WARNING” in all capital and bold letters on the Covered Product’s primary display page; (c) on the checkout page or any other page in the checkout process when a California delivery address is indicated for any purchase of any Covered Product and with the warning clearly associated with the Covered Product to indicate that the product is subject to the warning; or (d) by otherwise prominently displaying the warning to the purchaser prior to completing the purchase.

4. Confirmation of receipt

Please confirm receipt of this notice within 30 days of receiving it either electronically or in writing, by filling out the form below and returning a signed copy, to acknowledge that you have received this notice and that the warnings for internet sales will be posted in accordance with these specifications.

Please use this notice to notify your downstream Purchasers.

Acknowledged by:

_____ (Signature)

_____ (Print Name)

_____ (Company/Store Location)

_____ (Date)