SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties. This Settlement Agreement is entered into by and between Ema Bell ("Bell") and AshaPops LLC ("the Company"). Together, Bell and the Company are collectively referred to as the "Parties." Bell is an individual who resides in the State of California, and seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer products. Bell alleges that AshaPops is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6, et seq. ("Proposition 65").

1.2 General Allegations. Bell alleges that AshaPops has exposed individuals to lead from its sales of *AshaPops*® popped water lily termeric garlic seeds, UPC # 860284001519 without first providing users and consumers of the product with a clear and reasonable health hazard exposure warning and is thus noncompliant with Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

1.3 Product Description. The products covered by this Settlement Agreement are *AshaPops*® popped water lily termeric garlic seeds, UPC # 860284001519 (the "Products") that have been imported, distributed, offered for sale and/or sold in California by the Company that expose consumers to lead.

1.4 Notices of Violation. On April 16, 2025, Bell served Whole Foods Market, Inc., Whole Foods Market California, Inc., Mrs. Gooch's Natural Food Markets, Inc. (collectively, "Whole Foods"), the Company, and various public enforcement agencies with a document entitled "Notice of Violation of California Health & Safety Code § 25249.6, et seq." (the "April Notice"). The April Notice provided AshaPops and such others, including public enforcers, with notice that alleged that AshaPops was noncompliant with California Health & Safety Code § 25249.6, for not warning California consumers and customers the Products can expose them to lead. No public enforcer has diligently prosecuted the allegations set forth in the April Notice.

On September 24, 2025, Bell served Whole Foods, AshaPops, and various public enforcement agencies with a document entitled "Notice of Violation of California Health & Safety Code § 25249.6, et seq." (the "September Notice"). The September Notice provided AshaPops and such others, including public enforcers, with notice that alleged that AshaPops was in violation of California Health & Safety Code § 25249.6, for failing to warn California consumers and customers that use of the Products can expose them to lead. No public enforcer has diligently prosecuted the allegations set forth in the September Notice. The April Notice and September Notice are collectively referred to herein as, the "Notices."

1.5 No Admission. The Company denies the material factual and legal allegations contained in the Notices and maintains thatall products that it sold and distributed in California, including the Products, have been and are in compliance with all laws, including CA Proposition 65. Nothing in this Settlement Agreement shall be construed as an admission by the Company of any fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by the Company of any fact, finding, conclusion, issue of law or violation of law, all such being specifically denied by the Company . However, this § 1.5 shall not diminish or otherwise affect the obligations, responsibilities and duties under this Settlement Agreement. Notwithstanding the allegations in the Notices, the Company maintains that it hasonly sold the Products California in full compliance with Proposition 65.

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

1.7 Compliance Date. For purposes of this Settlement Agreement, the term "Compliance Date" shall mean ninety (90) days following the Effective Date.

2. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS

2.1 Reformulation of Products. Commencing on the Compliance Date, and continuing thereafter, Products that the Company directly sells, or offers for sale in California shall either be: (a) reformulated Products pursuant to § 2.2, below; or (b) labeled with a clear and reasonable exposure warning pursuant to §§ 2.3 - 2.4, below. For purposes of this Settlement Agreement, a "Reformulated

Product" is a Product that is in compliance with the standard set forth in § 2.2, below. The warning requirement set forth in §§ 2.3 - 2.4 shall not apply to any Reformulated Product.

2.2 Reformulation Standard. "Reformulated Products" shall mean Products that expose a person to an exposure level of less than 0.5 micrograms of lead per day. For the purpose of this Agreement, the amount of lead a person is exposed to from a Product shall be calculated using the following formula: micrograms of lead per gram of Product, multiplied by grams of Product per serving size 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 servings in a recommended dosage appearing on the label), which equates to micrograms of lead exposure per day. If the Product label contains no recommended daily servings, then the number of recommended daily servings shall be one (1).

2.3 Clear and Reasonable Warning. Commencing on the Compliance Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 2.3 and 2.4 must be provided for all Products that the Company sells, or offers for sale in California that is not a Reformulated Product. There shall be no obligation for the Company to provide an exposure warning for Products that entered the stream of prior to the Compliance Date. The warning shall consist of either the **Warning** or **Alternative Warning** described in §§ 2.3(a) or (b), respectively:

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

> **CA WARNING**: Consuming this product can expose you to chemicals including lead, which is 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) **Alternative Warning**: AshaPops may, but is not required to, use the alternative short-form warning as set forth in this § 2.3(b) ("**Alternative Warning**") as follows:

CA WARNING: Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

2.4 A **Warning** or **Alternative Warning** provided pursuant to § 2.3 must print the word "**WARNING:**" in all capital letters and in bold font, followed by a colon. The **Warning** or **Alternative Warning** shall be affixed to or printed on the Products' packaging or labeling, or on a

placard, shelf tag, sign or electronic device or automatic process only if such electronic device or automatic process provides the **Warning** or **Alternative Warning** without the purchaser having to seek it out, provided that the **Warning** or **Alternative Warning** is 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. A **Warning** or **Alternative Warning** provided via an electronic device or automatic process does not apply to internet purchases, which are subject to the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be contained in the same section of the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning the use of the Product and shall be at least the same size as those other safety warnings. Where the **Warning** or **Alternative Warning** is provided on the food product label, it must be set off from other surrounding information, and the Company shall enclose the **Warning** or **Alternative** Warning in a black box and comply with the content requirements specified in Section 25607.2. If "consumer information," as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is provided in a foreign language, the Company shall provide the **Warning** or **Alternative Warning** in the foreign language in accordance with applicable warning regulations adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA").

In addition to affixing the **Warning** or **Alternative Warning** to the Product's packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where AshaPops offers Products for sale to consumers in California. The requirements of this Section shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink using the word "**WARNING**," appears on the product display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. To comply with this Section, AshaPops shall (a) post the **Warning** or **Alternative Warning** on its own website and, if it has the ability to do so, on the websites of its third-party internet sellers

2.5 Compliance with Warning Regulations. The Parties agree that AshaPops shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 2 of this

Settlement Agreement or alternatively, the content and method of transmission of the warning may be provided in any form as authorized by Proposition 65 law or regulation effective on or after the Effective Date.

2.6 Grace Period for Existing Inventory of Products. The injunctive requirements of Section 2 shall not apply to Products that were manufactured on or before the Compliance Date, which Products are expressly subject to the releases provided in Section 4.1. There shall be no obligation for the Company to provide a warning for Products that entered the stream of commerce prior to the Compliance Date, and the Section 4 release applies to all such Products. For the avoidance of doubt, Products in the stream of commerce specifically include, but are not limited to, Products in the process of manufacture including Products in the custody of the Company after manufacturing.

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)

In settlement of all the claims referred to in this Settlement Agreement, the Companyshall pay $2,000.00 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 Bell. The Civil Penalty payment(s) shall be delivered to the addresses identified in § 3.2, below

3.1 Civil Penalty. Within thirty (30) days of the Effective Date, the Company shall issue two (2) separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of $1,500.00; and to (b) "Ema Bell" in the amount of $500.00. The Civil Penalty payment(s) shall be delivered to the addresses identified in § 3.2, below.

3.2 Payment Procedures.

(a) Issuance of Payments. Payments shall be delivered as follows:

(i) All payments owed to Bell, pursuant to § 3.1 shall be delivered to the following payment address:

Evan J. Smith, Esquire
Brodsky Smith
Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

(ii) All payments owed to OEHHA (EIN: 68-0284486), pursuant to § 3.1 shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at the following addresses:

For United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95814

(b) Copy of Payments to OEHHA. AshaPops agrees to provide Bell's counsel with a copy of the checks payable to OEHHA, simultaneous with its penalty payments to Bell, to be delivered to the address provided in § 3.2(a)(i), as proof of payment to OEHHA.

(c) Tax Documentation. AshaPops agrees to provide a completed IRS 1099 for its payments to, and Bell agrees to provide IRS W-9 forms for, each of the following payees under this Settlement Agreement:

(i) "Ema Bell" whose address and tax identification number shall be provided within five (5) days after this Settlement Agreement is fully executed by the Parties;

(ii) "Brodsky Smith" (EIN: 23-2971061) at the address provided in Section 3.2(a)(i); and

(iii) "Office of Environmental Health Hazard Assessment" 1001 I Street, Sacramento, CA 95814.

(iv) Any delays in payment caused by the untimely provision of the Tax Documentation shall be excused.

4. REIMBURSEMENT OF FEES AND COSTS

The Parties acknowledge that Bell and her counsel offered to reach preliminary agreement on the material terms of this dispute before reaching terms on the amount of fees and costs to be reimbursed to them. The Parties thereafter reached an accord on the compensation due to Bell and her counsel under general contract principles and the private attorney general doctrine and principles codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution of this agreement. Under these legal principles, the Company shall reimburse Bell's counsel $25,000.00 for fees and costs incurred as a result of investigating and bringing this matter to the attention of the Company, and negotiating a settlement in the public interest.

Payment pursuant to this Section is as follows: Within thirty (30) days of the Effective Date, the Company shall issue two (2) settlement checks payable to "Brodsky Smith" for delivery to the address identified in § 3.2(a)(i), above. Each settlement check shall be dated for deposit on the 28th of each month beginning with December 28, 2026. The December 28, 2026 settlement check shall be in the amount of $23,000.00. The final settlement check of $2,000.00 shall be dated for deposit on February 28, 2027. Total payment pursuant to this Section shall equal $25,000.00.

5. RELEASE OF ALL CLAIMS

5.1 Release of the Company and Upstream and Downstream Entities. This Settlement Agreement is a full, final and binding resolution between Bell, acting on her own behalf, and the Company, of any violation of Proposition 65 that was or could have been asserted by Bell or on behalf of her past and current agents, representatives, attorneys, successors, and/or assigns ("Releasors") for failure to provide warnings for alleged exposures to lead from use of the Products, and Releasors hereby release any such claims against the Company and its parents, subsidiaries, affiliated entities, shareholders, owners, divisions, subdivisions, licensors, licensees, marketplaces, directors, officers, agents, employees, attorneys, successors and assignees, and each entity from whom the Company sources component parts of the Products, including manufacturers, and all entities to whom AshaPops directly or indirectly distributes or sells the Products, including but not limited to, downstream distributors, wholesalers, customers, retailers, including but not limited to Gelson's, Whole Foods,

and each of their respective subsidiaries, affiliates, owhers, shareholders, parents, franchisees, cooperative members, divisions, subdivisions and licensees (collectively, the "Releasees"), from all claims for violations of Proposition 65 before the Compliance Date based on exposure to lead from use of the Products.

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to §§ 3 and 4 above, Bell, on behalf of herself, her past and current agents, representatives, attorneys, successors and/or assignees, hereby covenants not to sue and waives any right to institute, participate in, directly or indirectly, any form of legal action or regulatory action and releases all claims that she has or may have, including without limitation, all actions and causes of action in law and in equity, all obligations, expenses (including without limitation all attorneys' fees, expert fees, and investigation fees, and costs), damages, losses, liabilities and demands against any of the Releasees of any nature, character, or kind, whether known or unknown, suspected or unsuspected, limited to and arising out of the alleged or actual exposure to lead from use of the Products.

5.2 The Company's Release of Bell. the Companyon behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Bell, her attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Bell and/or her attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter or with respect to exposure to lead from the Products.

5.3 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. Bell on behalf of herself only, on one hand, and the Company, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims up through 90 days after the Effective Date, including all rights of action therefor. The Parties acknowledge that the claims released in §§ 5.1 and 5.2, above, 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 HER OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HER OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Bell and the Company each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5.4 Deemed Compliance with Proposition 65. The Parties agree that compliance by AshaPops with this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposure to lead from use of the Products.

6. 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.

7. 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, either as a whole or as specifically applicable to the Products or lead is repealed or federally preempted, or if new or different safe harbor levels are established as applicable to the Products, or if Proposition 65 is otherwise rendered inapplicable to the Products or to lead, or if any of the provisions of this Settlement Agreement are specifically rendered inapplicable or no longer required as to the Products as a result of any regulatory or statutory change or repeal or preemption, then the Company may provide written notice to Bell's counsel in this matter of any asserted change in the law, and it shall have no further obligations pursuant to this Settlement Agreement with respect to the Products, to the extent that the Products are so affected, and to the extent that it complies with the law

8. NOTICES

Unless specified herein, all correspondence and notices 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 or two-day courier on any party by the other party to the following addresses:

For AshaPops:

Hazel Ocampo
Greenberg Traurig, LLP
12830 El Camino Real, Ste. 350
San Diego, CA 92130

For Bell:

Evan J. Smith
Brodsky Smith
Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

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

9. COUNTERPARTS: SIGNATURES

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.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

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

11. FORCE MAJEURE

The inability of the Company to comply with any deadline set forth in this Settlement Agreement due to an act of terrorism, fire, earthquake, civil disorders, war, an act of God or similar event that is beyond the reasonable control of the Company shall be grounds to amend the deadlines set forth in this Agreement.

12. MODIFICATION & ENFORCEMENT

This Settlement Agreement may be modified only by a written agreement of the Parties. If a dispute arises with respect to either Party's compliance with the terms of this Settlement Agreement, the Parties shall meet and confer in writing and endeavor to resolve the dispute in an amicable manner, for a period of thirty (30) days following receipt of the aggrieved Party's written notification outlining the basis for the dispute. No action may be filed in the absence of such good faith attempt to resolve the dispute for the aforementioned period of at least thirty (30) days which may be extended by mutual agreement of the Parties. Should an exceedance of the reformulation standard(s) in Section 2.2 be alleged, the Company must be provided with written notice and data supporting such an allegation and thirty (30) days to address the allegations before an enforcement action may be filed. No violation of this Settlement Agreement shall be deemed to occur if the Company demonstrates that its own testing of the Product show compliance with Section 2.2. Additionally, if a California court enters judgment in another Proposition 65 enforcement action involving exposure to lead in Products or product substantially similar to Products that imposes different injunctive relief than what is set forth in this Settlement Agreement, the Company may seek to modify Section 2.2 of this Settlement Agreement to conform with the injunctive relief provided in such judgment. In any action to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

12. 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.

13. 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.

AGREED TO:

Date: _____

By: _____
Ema Bell

AGREED TO:

Date: 10/23/2026

By: _____

Name: Jai Farswani
Title: CEO
AshaPops LLC

13. 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.

AGREED TO:

Date: 10/27/26

By: _____
Ema Bell

AGREED TO:

Date: _____

By: _____
AshaPops LLC