SETTLEMENT AGREEMENT

Effective Date: October 30, 2026

1. INTRODUCTION

1.1 The Parties. This Settlement Agreement is entered into by and between Precila Balabbo ("Balabbo"), its counsel Brodsky Smith of Two Bala Plaza, Suite 805, Bala Cynwyd, PA 19004 (as to certain specified provisions only, and hereafter "Brodsky Smith"), and Better Brownie Bites, Inc. d/b/a B.T.R. Nation ("Better Brownie Bites"). Together, Balabbo and Better Brownie Bites are collectively referred to as the "Parties." Balabbo 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. Balabbo alleges that Better Brownie Bites 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. (as previously or hereafter amended and interpreted from time to time, and including the various regulations relating thereto, "Proposition 65").

1.2 General Allegations. Balabbo alleges that Better Brownie Bites has exposed California residents to lead at levels beyond the applicable Proposition 65 No Significant Risk Level (NSRL) from its sales of B.T.R. Nation Energy Superfood Bar Cinnamon Cookie Dough within the state of California without first providing users and consumers of the product with a clear and reasonable health hazard exposure warning as required pursuant to 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 at certain exposure levels.

1.3 Product Description. The products covered by this Settlement Agreement are B.T.R. Nation Energy Superfood Bar - Cinnamon Cookie Dough and any product of substantially the same variety / flavor thereof or thereto (collectively, the "Products") that have been imported, distributed, offered for sale and/or sold in California by Better Brownie Bites that expose consumers to lead.

1.4 Notice of Violation. On November 21, 2025, Balabbo served Nowhere IP LLC, Nowhere IP LLC dba Erewhon, Nowhere Partners, LLC, Nowhere Holdco, LLC, (collectively

"Erewhon"), Better Brownie Bites, and various public enforcement agencies with a document entitled "Notice of Violation of California Health & Safety Code § 25249.6, et seq." (the "Notice"). The Notice provided Better Brownie Bites, and such others, including public enforcers, with notice that alleged that Better Brownie Bites was in violation of California Health & Safety Code § 25249.6, for failing to warn California consumers and customers that use of the Products would expose them to lead at a level in excess of the NSRL. No public enforcer has diligently prosecuted the allegations set forth in the Notice.

1.5 No Admission. Better Brownie Bites denies the material factual and legal allegations contained in the Notice and maintains that, to the best of its knowledge, all products that are or have been sold and distributed in California, including the Products, have been and are in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Better Brownie Bites 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 Better Brownie Bites of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Better Brownie Bites. However, this § 1.5 shall not diminish or otherwise affect the obligations, responsibilities and duties under this Settlement Agreement. Notwithstanding the allegations in the Notice, Better Brownie Bites maintains that it has not knowingly manufactured, or caused to be manufactured, the Products for sale in California in violation of Proposition 65.

1.6 Effective Date. For purposes of this Settlement Agreement, the term "Effective Date" shall mean the Effective Date referenced above.

2. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS

2.1 Reformulation of Products. Commencing within sixty (60) days after the Effective Date, and continuing thereafter, Products that Better Brownie Bites directly distributes, 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 have been reformulated from the formulation used for the Products offered for sale by Better Brownie Bites within the state of California on November 21, 2025, and/or that have been resourced using alternative ingredient suppliers than those applicable as of November 21, 2025, and that as a result of such reformulation and/or supplier changes, to the best of Better Brownie Bites' knowledge and belief, expose a consumer within the state of California 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 within 60 days after the Effective Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 2.3 and 2.4 or that otherwise complies with Proposition 65 requirements must be provided for all Products that Better Brownie Bites directly distributes, sells, or offers for sale in California that is not a Reformulated Product or otherwise that does not meet NSRL requirements. There shall be no obligation for Better Brownie Bites to provide an exposure warning for Products that entered the stream of commerce within 60 days after the Effective Date. The warning shall consist of either the **Warning** or **Alternative Warning** described in §§ 2.3(a) or (b), respectively, or such other warning as complies with the legal requirements of Proposition 65 (as amended from time to time):

(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**: Better Brownie Bites 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 Subject to the NSRL provisions of Proposition 65, any Proposition 65 warning requirement exceptions or alternatives, and except where and as otherwise permitted from time to time pursuant to Proposition 65, and provided that such requirements shall not be applicable to any Reformulated Product as herein referenced:

A. 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 Better Brownie Bites 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, Better Brownie Bites 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").

B. In addition to affixing the **Warning** or **Alternative Warning** to the Product's packaging or labeling, the **Warning** or **Alternative Warning** shall either be posted on the Product page of any website where Better Brownie Bites offers the Products for sale to consumers in California, or the Product shall be depicted on such Product page in a manner such that the warning on the Product packaging is legible. Without limitation, 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 legibly displaying the warning to a California purchaser prior to completing the purchase. To comply with this Section, Better Brownie Bites shall (a) post the **Warning** or **Alternative Warning** relating to the Products, or Product packaging depiction as referenced above on its own website and, if it has the ability to do so, on the websites of its third-party sellers; and (b) if it does not have the ability to post such **Warning** or **Alternative Warning** or Product packaging depiction on the websites of its third-party sellers, provide such sellers with written notice of the need for a Proposition 65 warning for the Product in accordance with Title 27, California Code of Regulations, Section 25600.2. Third-party sellers of the Product themselves that have been provided with written notice in accordance with Title 27, California Code of Regulations, Section 25600.2 are not released in Section 5 of this Agreement if and to the extent they fail to meet the warning requirements of this Section as to any applicable Products, but Better Brownie Bites shall have no responsibility or liability whatsoever relating to, or arising from, the acts or omissions of such third party sellers at any time and for any reason and the notice obligation set forth herein shall be the sole and exclusive obligation of Better Brownie Bites with respect thereto.

2.5 Compliance with Warning Regulations. The Parties agree that Better Brownie Bites and Erewhon shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 2 of this Settlement Agreement or by complying with warning regulations adopted by the State of California's OEHHA applicable to Products which are not Reformulated Products and/or which do not otherwise meet the applicable NSRL for lead and/or lead compounds.

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

3.1 **Settlement Amount.** In settlement of all the claims referred to in this Settlement Agreement, Better Brownie Bites shall pay a total amount of $20,000 (the "Settlement Amount") in four (4) equal installments as referenced herein. A total of $1,000.00 of the final Settlement Amount will be allocated 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 Balabbo.

3.2 **Payment by ACH or Wire Transfer.** Better Brownie Bites will pay all Settlement Amounts due pursuant to this Settlement Agreement by ACH or wire transfer to counsel for Balabbo, Brodsky Smith in accordance with the ACH or wire transfer instructions provided by Brodsky Smith within five (5) business days of the Effective Date. Brodsky Smith shall thereafter be responsible for properly allocating each received installment payment of the Settlement Amount as outlined herein.

4. REIMBURSEMENT OF FEES AND COSTS

The Parties acknowledge that Balabbo and Brodsky Smith 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 Balabbo and and Brodsky Smith 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, Brodsky Smith shall be allocated $19,000.00 of the Settlement Amount as the sole amount of fees and costs incurred as a result of investigating this matter to the attention of Better Brownie Bites (including without limitation, all activities relating to the Notice), and negotiating a settlement purportedly in the public interest.

Payment pursuant to this Section is as follows: By or before close of business PST on November 9, 2026, Better Brownie Bites shall make the first installment of the Settlement Amount to Brodsky Smith in the amount of $5,000 by ACH or wire transfer. Three additional ACH or wire

transfer installments of $5,000 each shall be made on or before close of business PST on December 9, 2026, January 9, 2027 and February 9, 2027, respectively.

5. RELEASE OF ALL CLAIMS

5.1 Release of Better Brownie Bites and Downstream Customers and Entities. This Settlement Agreement is a full, final and binding resolution between Balabbo, acting on her own behalf and on behalf of any now or hereafter , and Better Brownie Bites, of any violation of Proposition 65 that was or could have been asserted by Balabbo or on behalf of her past and current agents, representatives, attorneys, successors, entities and/or assigns ("Releasors") for failure to provide warnings for alleged exposures to lead and/or lead compounds from use of the Products, and Releasors hereby release any such claims against Better Brownie Bites, Erewhon and their parents, subsidiaries, affiliated entities, shareholders, marketplaces, directors, officers, agents, employees, attorneys, successors and assignees, and each additional entity to whom Better Brownie Bites directly or indirectly distributes or sells the Products, including but not limited to, downstream distributors, wholesalers, customers, retailers, including but not limited to Erewhon, its respective subsidiaries, affiliates and parents, franchisees, cooperative members and licensees, or any third party entity which otherwise produces, manufactures, distributes or sells the Products, or any component parts thereof, or ingredients therein, (collectively, the "Releasees"), from all claims for violations of Proposition 65 before the Effective Date or within 60 days after the Effective Date whatsoever based on the Products, imcluding without limitation exposure to lead and/or lead compounds from use of the Products (the "Released Claims"). Erewhon, its respective subsidiaries, affiliates and parents, franchisees, cooperative members and licensees, and any third party entity which otherwise produces, manufactures, distributes or sells the Products, or any component parts thereof, or ingredients therein, are specifically intended third party beneficiaries of this Agreement.

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to §§ 3 and 4 above, Balabbo, 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 and releases all claims

that she 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 and/or lead compounds from use of the Products.

Balabbo represents and warrants that, except as released hereunder, she does not have any other claims or any other charges, lawsuits, or claims of any kind against the Released Parties and she is not aware of any individuals who have contacted Balabbo or Brodsky Smith, respectively to discuss, contemplate, or commence litigation or any other proceedings against any of the Released Parties, or who have expressed interest in commencing litigation or any other proceedings against any of the Released Parties. Balabbo covenants and agrees that she will not make, assert, or maintain any claim, action, or cause of action against the Released Parties at any time related to the Released Claims, and will not directly or indirectly assist any third party in connection with any such claim, action or cause of action at any time, except to the extent legally required to do so.

5.2 Better Brownie Bites' Release of Balabbo. Better Brownie Bites, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Balabbo, her attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Balabbo and/or her attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it, in connection with Proposition 65, this matter or otherwise with respect to exposure to lead and/or lead compounds 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. Balabbo on behalf of herself only, on one hand, and Better Brownie Bites on behalf of itself and its Affiliates, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims up through 60 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 specifically waives any and all rights and benefits which it now has, or in the future may have, conferred by virtue of the provisions of Section 1542 of the California Civil Code. 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.

Balabbo and Better Brownie Bites each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542 as well as under the provisions of all comparable, equivalent or similar statutes and principles of law or equity of any and all states of the United States or of the United States, and each hereby assumes the risk of any injuries, losses or damages which may arise from such waiver. In addition, this Agreement is intended to be, and is, final and binding, regardless of any claims of misrepresentation, concealment of fact, or mistake of law or fact and shall be and remains in effect as a full and complete release of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative to this Agreement. In furtherance of such intention, the Parties agree that the releases given pursuant to this Agreement shall remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts..

5.4 Deemed Compliance with Proposition 65. The Parties agree that compliance by Better Brownie Bites with this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposure to lead and/or lead compounds from use of the Products and/or the Reformulated Products.

6. CONFIDENTIALITY. The Parties expressly incorporate the protections of the California Rules of Evidence Sections 1152 and 1154, the Federal Rules of Evidence Rule 408, and any other privileges or protections afforded by law. Except if and to the extent required by Cal. Code Regs. Tit. 11, § 3003, Balabbo and Brodsky Smith each represent that to date except as evidenced in the

Notice, prior to the Efffective Date, they have not disclosed to any third party the terms or substance of the Notice, any part of the settlement negotiations between the Parties, any information regarding the Products (including without limitation the direct or indirect activites of Better Brownie Bites respecting the Products), or the terms, substance or existence of any part of this Agreement. The Parties to this Agreement further expressly acknowledge, understand, and agree that, as an integral and material term of this Agreement and the consideration for this Agreement, Balabbo and Brodsky Smith will not disclose to any third party (a) the negotiated, proposed and/or final terms and conditions of this Agreement, (b) the substance or existence of any part of this Agreement, (c) information and/or communications exchanged in the course of negotiating this Agreement, (d) any information regarding the Products or the Reformulated Products (including without limitation the direct or indirect activites of Better Brownie Bites respecting the Products or the Reformulated Products), and/or (e) the Settlement Amount or the fact that any payment has been made by Better Brownie Bites, in each case except to enforce this Agreement, or as may be compelled or otherwise required by law, including to seek accounting advice and prepare necessary tax returns and tax reporting documents. Balabbo and Brodsky Smith each also agree that they will not, orally or in writing, publicly or privately, make or express, or cause to be made or expressed, any comment, view or opinion critical or disparaging of Better Brownie Bites, any other of the Released Parties, or any Better Brownie Bites branded products (including without limitation, the Products), or authorize any agent or representative to make or express such a comment, view or opinion, except as may be compelled by law. Among other things, this provision prohibits Balabbo and Brodsky Smith from issuing a press release or discussing the settlement online as part of any social media or on any website. In addition, Balabbo and Brodsky Smith each agree that, if asked by any third party about the Agreement or the Intended Action, they will affirmatively respond, "No comment." The Parties intend that this confidentiality provision be interpreted as broadly as possible in order to provide the maximum confidentiality.

7. **ATTORNEYS' FEES**. Excepting as may be included in or otherwise pertain to the Settlement Amount, the Parties will bear their own costs and attorneys' fees related to the matters set forth in the Notice, the matters released pursuant to the terms of this Agreement, the Released Claims, and in connection with the negotiation of this Agreement. In the event that any party to this Agreement brings any lawsuit or action to enforce this Agreement, the prevailing party or parties in any such lawsuit or action shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred.

8. **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.

9. **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.

10. **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) email with confirmation sent via first-class (registered or certified mail) return receipt requested; or (ii) email with confirmation sent via overnight or two-day courier on any party by the other party to the following addresses:

For Better Brownie Bites:

Marlene B. Bartolo
Bartolo Law Group, P.C.
One Bayne Ct.,
Norwalk, CT 06851
Email: mbbartolo@bartololaw.com and
Email: ashley@btrbites.com

For Balabbo:

Evan J. Smith
Brodsky Smith
Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004
Email: esmith@brodskysmith.com

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.

11. 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.

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

Balabbo agrees to comply with the reporting requirements referenced in Health & Safety Code § 25249.7(f) and otherwise all reporting requirements applicable to the .

13. MODIFICATION

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

14. REPRESENTATIONS AND WARRANTIES

Brodsky Smith (i) has not been retained by any other person or entity (other than Balabbo as specifically referenced in the Notice) with claims against Better Brownie Bites concerning any alleged violations of Proposition 65; (ii) is unaware of any other person or entity who has or may have claims, or who intends to bring any claim, against Better Brownie Bites concerning alleged violations of Proposition 65; (iii) is unaware of any other attorney who intends to bring a claim against Better Brownie Bites concerning alleged violations of Proposition 65 or otherwise relating to the Products or any other Better Brownie Bites now or hereafter products (outside the Notice that may have been issued and made public on the Proposition 65 website where constructive notice may be implied), (iv) does not currently intend to bring any Propsition 65 or any other claim against Better Brownie Bites concerning the Products or any other Better Brownie Bites now or hereafter products; and (v) has no present intent to encourage or to solicit any other person or entity to contact Brodsky Smith, any attorney thereof, or any other attorney regarding any claims against Better Brownie Bites concerning

the Products or any other Better Brownie Bites now or hereafter products. For the avoidance of doubt, the above representations are intended to comply with section 1-500(A) of the California Rules of Professional Conduct and are not intended to, nor shall they be construed to, restrict Brodsky Smith from practicing law.

15. 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, obligations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the Products, the other Party or the subject matter hereof.

16. 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: _____
Precila Balabbo

AGREED TO:

Date: 11/3/2026

BETTER BROWNIE BITES, INC. d/b/a B.T.R. Nation

By: _____
Name: Ashley Nikelsen
Title: Founder and CEO

AGREED AS TO SECTIONS 3.2, 4, 6 and 14 ONLY:

Date: _____

BRODSKY SMITH

By: _____

Name: _____
Title: _____

the Products or any other Better Brownie Bites now or hereafter products. For the avoidance of doubt, the above representations are intended to comply with section 1-500(A) of the California Rules of Professional Conduct and are not intended to, nor shall they be construed to, restrict Brodsky Smith from practicing law.

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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, obligations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the Products, the other Party or the subject matter hereof.

16. 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: 11 | 3 | 26

By: _____
Precila Balabbo

AGREED TO:

Date: _____

BETTER BROWNIE BITES, INC. d/b/a B.T.R. Nation

By: _____
Name: Ashley Nikelsen
Title: Founder and CEO

AGREED AS TO SECTIONS 3.2, 4, 6 and 14 ONLY:

Date: 11 | 3 | 26

BRODSKY SMITH

By: _____

Name: Evan Smith
Title: Partner