SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties

This Settlement Agreement ("**Agreement**") is entered into by and between Keep America Safe and Beautiful ("**KASB**") and Grenera Nutrients Private Limited ("**Grenera**"), with KASB and Grenera each individually referred to as a "Party" and, collectively, the "Parties." KASB is a California-based non-profit organization proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are disclosed in or eliminated from consumer products sold in California. Grenera is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Description

KASB alleges that Grenera manufactures, sells, and distributes for sale in California ashwagandha powder containing the heavy metal, Lead, including, but not limited to, *Organic Ashwagandha Root Powder Herbal Dietary Supplement Net Wt 35.2 (2,2 lbs) 1 kg SKU X001C9BS7N Batch No. OAGP223003 Best Before: NOV/30/2025*, without providing the health hazard warning required by Health & Safety Code § 25249.5 *et seq.* ("**Proposition 65**"). Grenera's ashwagandha powder is referred to hereinafter as the "**Products.**" 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 Notice of Violation

On December 4, 2025, KASB served Grenera, the California Attorney General, and the requisite public enforcement agencies with a Supplemental 60-Day Notice of Violation ("**Notice**"), alleging Grenera violated Proposition 65 by failing to warn its customers and consumers in California that its Products can expose users to Lead. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the Notice.

1.4 No Admission

Grenera denies the allegations in the Notice and maintains that all products it has sold or distributed for sale in California, including the Products, have been, and are, in compliance with

all laws. Nothing in this Agreement shall constitute or be construed as, nor shall compliance with this Agreement constitute or be construed as, an admission by Grenera of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect Grenera's obligations, responsibilities, and duties under this Agreement.

1.5 Effective Date

For purposes of this Agreement, "**Effective Date**" shall mean the date on which the Agreement is signed by both Parties.

2. INJUNCTIVE RELIEF: REFORMULATION & INTERIM WARNINGS

2.1 Commitment to Reformulate

Commencing on or before the Effective Date, and continuing thereafter, all Products Grenera sells or offers for sale, in or into California, directly or to one or more third party retailers or e-commerce marketplaces, shall be in compliance with the Reformulation Standard, set forth and defined below, at Section 2.2.

2.2 Reformulation Standard

For purposes of this Agreement, "**Reformulated Products**" are defined as Products which contain Lead (Pb) by weight of no more than 0.5 micrograms based on the Maximum Suggested Daily Consumption. "**Maximum Suggested Daily Consumption**" is defined at two (2) scoops of a single "Serving Size" of one (1) gram per serving, or two (2) grams of the Product per day. To assess whether a Product is compliant, the Product must be analyzed by a laboratory, accredited by the State of California, a federal agency, a nationally recognized accrediting organization or a member accreditation body of the International Laboratory Accreditation Cooperation ("**ILAC**") ("**Accredited Laboratory**"), using inductively coupled plasma mass spectrometry ("**ICP-MS**") equipment with a level of detection ("**LOD/LOQ**") of 10 ppb or less, utilizing scientifically appropriate methods and protocols for testing heavy metals, including Lead, in foods as set forth in set forth in AOAC Method 2013.06 (21st Ed., 2019).

2.3 Product Warnings

For all Products that are not Reformulated Products in compliance with the Reformulation Standard set forth in Section 2.2, Grenera shall provide clear and reasonable warnings to customers in California in accordance with this Section pursuant to Title 27 California Code of Regulations § 25600, et seq. Each warning shall be prominently placed with such conspicuousness when compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies.

2.3.1 Warnings. The Warning shall consist of the following statement:

> **WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Consuming this product can expose you to 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.

2.3.2 Short-Form Warnings. As an alternative to the foregoing warning detailed in Section 2.2.1, Grenera may, but is not required to, use one of the following short-form warnings, as appropriate, subject to the additional requirements set forth in the following Sections 2.2.3 and 2.2.4:

> **WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

or

> **WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food.

or, for Covered Products manufactured and labeled prior to January 1, 2028,

> **WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov/food.

2.3.3 Foreign Language Requirement. Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

2.3.4 On-Product Warnings. Grenera shall affix a warning to the Product label or otherwise directly on Products for sale to consumers located in California and to customers with retail outlets in California, nationwide distribution or e-commerce platforms. The warning must be set off from other surrounding information and enclosed in a box. For purposes of this Agreement, "**Product label**" means a display of written, printed or graphic material printed on or affixed to each of the Products or its immediate container or wrapper. Warnings provided pursuant must print the words "**WARNING:**", "**CA WARNING:**", or "**CALIFORNIA WARNING**:" in all capital letters and in bold font, followed by a colon. The 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 Products and shall be at least the same size as those other safety warnings.

2.3.5 Internet Warnings. For all Products manufactured, imported, distributed, sold or offered for sale online via the internet to customers located in California, or sold in or into California by Grenera, either directly or through third-party distributors, retailers, or other resellers of Grenera's Products over which Grenera has the ability to control the application of warnings, Grenera shall provide warnings for each Product, both on the Product label, in accordance with Section 2.3.4, and, either: (a) a warning on the Product display page; (b) a clearly marked hyperlink using the word "**WARNING**" or words "**CA WARNING**" or "**CALIFORNIA WARNING**" on the product display page that links to the Product warning; or (c) by an otherwise prominently displayed warning provided to the purchaser prior to completing the purchase, such that the consumer does not have to seek out the information being provided, which includes the option of a pop-up warning once a California zip code is identified with the shipping address. The term "p**rominently displayed**" is defined to mean the consumer does not have to search for it in the general content of the website. For third-party websites, as a condition of sale, Grenera shall notify its downstream customers that the Products must be accompanied by a warning prior to sale in or into California and shall supply the warning requirements, pursuant to Section 2.3. If the warning is provided using the Short-Form content, pursuant to Section 2.3.2, then the warning provided on the website may use the same content.

3. MONETARY SETTLEMENT TERMS

3.1 Initial Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Grenera agrees to pay a civil penalty of $1,000 within fifteen (15) days of the Effective Date. Grenera's civil penalty payment will be allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment ("**OEHHA**"), and the remaining twenty-five percent (25%) retained by KASB. Grenera shall issue its payment in a single wire transfer of $1,000 U.S. Dollars to the KASB's counsel pursuant to banking details as provided by KASB's counsel. KASB's counsel shall deliver to OEHHA and KASB their respective portion of the penalty payment.

3.2 Reimbursement of Attorneys' Fees and Costs

KASB and its counsel offered to resolve the allegations in the Notice without reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of reimbursement to be paid to KASB's counsel, under general contract principles and the private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution and reporting of this Agreement to the Office of the California Attorney General.

Grenera agrees to provide all attorneys' fees and costs payments due under this Agreement totaling $18,500 U.S. Dollars, via wire transfer to payable to "Seven Hills LLP" issued to the banking details as provided. The payments shall be broken into twelve installment payments with a first installment of $1,538, and the remaining installments of $1,542, each. The first payment of $1,538 shall be due fifteen (15) days after the payment of the Civil Penalty provided for in Section 3.1 of this Agreement. Each following payment of $1,542 shall be made every thirty (30) days, beginning 30 days after the first payment is made.

Grenera agrees and understands, should any installment payment due under this Section or this Agreement fail due to insufficient funds, BSF shall advise Grenera and provide Grenera

ten (10) business days to cure any non-compliance under this Agreement, pursuant to this Section, before any remaining payments become due and payable.

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Release of Grenera

This Agreement is a full, final and binding resolution between KASB, as an individual and *not* on behalf of the public, and Grenera, of any violation of Proposition 65 that was or could have been asserted by KASB on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, against Grenera, its directors, officers, employees, attorneys, and each entity to whom Grenera directly or indirectly distributes or sells Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (collectively, "**Releasees**") based on their failure to warn in violation of Proposition 65 about alleged exposures to Lead contained in the Products that were sold by Grenera before the Effective Date, as alleged in the Notice. The Parties further agree that compliance with Section 2 of this Agreement shall be deemed compliance with Proposition 65 with respect to alleged exposures to Lead in the Products.

In further consideration of the promises and agreements herein contained, KASB, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all of KASB's rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that KASB may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses including, but not exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to Lead in the Products sold by Grenera before the Effective Date (collectively, "**Claims**"), against Grenera and Releasees.

The Parties further understand and agree that this Section 4.1 release shall not extend to Releasees who have been instructed by Grenera pursuant to Sections 2.3.54 to provide a warning on Products that are not Reformulated Products and have failed to do so. Nothing in this Section

affects KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Grenera's Products.

4.2 Grenera's Release of KASB

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

4.3 KASB Dismissal of Related Action

Upon Grenera's full satisfaction of all obligations contained in this Agreement, KASB agrees to dismiss with prejudice the related civil action maintained in the Superior Court of California, County of Marin, case no. CV0008461, against defendant Grenera Nutrients, Inc.

5. SEVERABILITY

If, subsequent to the execution of this Agreement, any provision of this Agreement is deemed by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

6. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. Nothing in this Agreement shall be interpreted to relieve Grenera from its obligation to comply with any pertinent state or federal law or regulation.

7. NOTICE

Unless specified herein, all correspondence and notice required by this Agreement shall be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or (ii) a recognized overnight courier to any Party by the other at the following addresses:

For Grenera:	For KASB:
Senthil Ramesh Subramaniam, Exec. Director Grenera Nutrients Private Ltd, 37-B, Puthupalayam, Aval Poondurai	Laralei Paras, Partner Seven Hills LLP 1 Embarcadero Center, Suite 1200

Erode – 638115, Tamil Nadu
India

San Francisco, CA 94111

With a copy to:

Jeremy A. McLinden
Kahn, Soares & Conway, LLP
1415 L Street, Suite 400
Sacramento, California 95814

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

8. COUNTERPARTS AND PDF SIGNATURES

This Agreement may be executed in counterparts and by portable document format (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 REPORTING REQUIREMENTS

KASB and its counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

10. ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement have been made by any Party hereto. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

11. MODIFICATION

This Agreement may be modified only by: (i) a written agreement of the Parties and the entry of a modified Agreement by the Court thereon; or (ii) upon a successful motion of any party and the entry of a modified Agreement by the Court thereon.

12. AUTHORIZATION

The undersigned are authorized to execute this Agreement on behalf of their respective Parties and have read, understood, and agreed to all of the terms and conditions of this Agreement.

AGREED TO:

Date: 10/20/2026

By: _____

Lance Nguyen, CEO
Keep America Safe and Beautiful

AGREED TO:

Date: 10/16/2026

By: _____

Senthil Ramesh Subramaniam, CEO
Grenera Nutrients, Private Ltd.