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SETTLEMENT AGREEMENT

1. RECITALS

1.1 The Parties

1.1.1 This Settlement Agreement ("Agreement") is entered into by and between The Living Gallery, LLC ("LG") and Tribal Nutrition LLC ("Tribal Nutrition"). LG and Tribal Nutrition are referred to individually as a "Party" and collectively as the "Parties."

1.1.2 LG is an organization based in the State of California with an interest in protecting the environment, improving human health and the health of ecosystems, and supporting environmentally sound practices, which includes promoting awareness of exposure to toxic chemicals and reducing exposure to hazardous substances found in consumer products.

1.1.3 LG alleges that Tribal Nutrition 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 Section 25249.6 et seq. ("Proposition 65").

1.2 Allegations

1.2.1 LG alleges that Tribal Nutrition manufactures, sells, and/or distributes for sale in California products that contain lead without first providing "clear and reasonable warnings" as required by Proposition 65. Lead is potentially subject to Proposition 65 warning requirements because it is listed by the State of California as a chemical known to cause cancer and birth defects or other reproductive harm.

1.2.2 The products covered by this Settlement Agreement are Ka'Chava Nutrition Shake Powders, including, but not limited to, Ka'Chava Nutrition Coconut Acai Shake Powder (the "Products") that have been manufactured, imported, distributed, offered for sale and/or sold in the State of California by Tribal Nutrition and/or Released Parties as defined herein.

1.2.3 On or about April 6, 2026, LG issued a Sixty-Day Notice of Violation ("Notice"), along with a Certificate of Merit, to Tribal Nutrition, as well as Target Corporation and the various public enforcement agencies regarding the alleged violation of Proposition 65 with respect to the Products.

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1.3 No Admissions

Tribal Nutrition denies all material, factual, and legal allegations in LG's Notice and maintains that all products it manufactures, sells, sold, and/or distributed in the State of California, including the Products, have been and are in compliance with all laws. Tribal Nutrition maintains that it has not knowingly distributed, imported, manufactured, sold or caused to be distributed, imported, manufactured or sold the Products in the State of California in violation of Proposition 65. Nothing in this Settlement Agreement shall be construed as an admission by Tribal Nutrition or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, marketplace hosts, or retailers of any fact, finding, issue of law, or violation of law; and compliance with this Settlement Agreement shall not constitute or be construed as an admission by Tribal Nutrition or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, marketplace hosts, or retailers of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Tribal Nutrition. However, nothing in this Section 1.3 shall affect the Parties' obligations, duties, and responsibilities under this Agreement.

1.4 Compromise

The Parties enter into this Agreement in order to resolve the controversy described above in a manner consistent with prior Proposition 65 settlements and consent judgments that were entered on behalf of the public interest and to avoid prolonged and costly litigation between them.

1.5 Effective Date

The "Effective Date" shall be the date upon which this Agreement is fully executed by the Parties.

1.6 Compliance Date

For purposes of this Agreement, the term "Compliance Date" shall mean thirty days (30) after the Effective Date.

2. INJUNCTIVE RELIEF

2.1 Reformulation of Products

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Commencing on the Compliance Date, Tribal Nutrition shall not sell, offer for sale, or distribute for sale in California, the Products unless: (a) the Products expose a person to no more than 0.5 micrograms of lead per day based on the recommended Daily Serving as calculated below in Section 2.2, or (b) the Products are labeled with a warning pursuant to Section 2, below. As used in this Agreement, "distribute for sale in California" means to directly ship the Products into the State of California for sale in the State of California or to sell the Products to a distributor Tribal Nutrition knows or has reason to believe will sell Products in the State of California.

2.2 Reformulation Standard

2.2.1 A "Daily Serving" shall be defined by the serving size set forth on the label of the Products under "Nutrition Facts", "Supplement Facts", or equivalent. If the label, package, or Product display page on the internet[1] do not recommend a number of daily servings, then the number of daily servings shall be one.

2.2.2 For the purpose of this Agreement, daily exposure shall be calculated by using the following formula: micrograms of lead per gram of Product, multiplied by grams of Product per serving, multiplied by servings of the Product per day.

Nothing in Section 2 of this Settlement Agreement is intended by either Party to set a precedent for the level of lead or other chemicals that are permissible in the Products or any consumer products under Proposition 65.

2.3 Proposition 65 Warnings

Except as set forth herein, whenever a warning is required under Section 2.1, Tribal Nutrition shall use one of the following options:

Option 1

> **WARNING:** [*or*] **CA WARNING:** [*or]* **CALIFORNIA 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.

Option 2

[1] The "Product display page on the internet" applies to Products purchased therefrom, not to Products purchased elsewhere, such as a brick-and-mortar retail store.

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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

Option 3 (for Product manufactured and labeled before January 1, 2028)

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

If the daily exposure for the Products may exceed 15 micrograms of lead, where daily exposure is determined pursuant to Section 2.2, Tribal Nutrition shall include the phrase "cancer and" or "carcinogen and" in the warning.

Nothing in this Agreement shall prevent Tribal Nutrition from modifying any warning contained in Option 1 or 2 to disclose the presence of additional chemicals if Tribal Nutrition determines that such disclosure is appropriate or required.

Under Option 3 only, the warning shall be accompanied by a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline. Where the label for the product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the text of the warning, in a size no smaller than the height of the word "WARNING".

Each warning shall be provided on the Product's label, set off from other surrounding information and enclosed in a box. Additionally, if the Product contains consumer information in a foreign language, the warning must be provided in the foreign language. The Products shall carry said warning on each label with such conspicuousness as compared with other words, statements or designs as to render it likely to be read and understood by an ordinary consumer under customary conditions of purchase. Products that are sold directly by Tribal Nutrition on the internet to persons located in California shall also provide the warning message to Californians by a clearly marked hyperlink on the product display page, or otherwise prominently displayed to the

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California purchaser before the purchaser completes his or her purchase of the Products. For Products that Tribal Nutrition provides for a downstream entity to sell on the internet to persons located in California, Tribal Nutrition shall instruct the entity that a warning is required as set forth under this Agreement.

2.4 The Parties agree that Tribal Nutrition shall be deemed to be in compliance with this Agreement by either adhering to Section 2 of this Agreement or by complying with warning regulations adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") applicable to the Products and the exposure at issue, as they may be amended from time to time.

2.5 In the event that OEHHA promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Products and the chemical at issue, which are different than those set forth above, Tribal Nutrition shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement. If regulations or legislation are enacted providing that Proposition 65 warnings as to lead in the Products are no longer required, a lack of warning by Tribal Nutrition will not thereafter be a breach of this Agreement.

2.6 The injunctive requirements of Section 2 shall not apply to Product that is already in the stream of commerce downstream from Tribal Nutrition as of the Compliance Date, which Product is expressly subject to the releases provided in Section 4.1.

2.7 If LG alleges that any Products fail to adhere to this Agreement, then LG shall inform Tribal Nutrition of its claim, including information sufficient to permit Tribal Nutrition to identify the Products at issue and investigate. Tribal Nutrition shall, within thirty (30) days following receipt of such written notice, provide LG with information demonstrating Tribal Nutrition's compliance with the Agreement, and/or proof that omission of the warning, if alleged, was due to the Products being in the stream of commerce downstream from Tribal Nutrition prior to the Compliance Date. The Parties shall first attempt to resolve the matter prior to LG taking any further legal action.

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3. PAYMENTS

3.1 Civil Penalty Pursuant To Proposition 65

In settlement of all claims referred to in this Agreement, Tribal Nutrition shall pay a total civil penalty of one thousand dollars ($1,000.00) to be apportioned in accordance with California Health and Safety Code Sections 25249.12(c)(1) and (d), with 75% ($750.00) for State of California's OEHHA, and the remaining 25% ($250.00) for LG.

Tribal Nutrition shall issue these payments as part of the total payment described below in Section 3.2 via wire transfer to Law Offices of Lucas T. Novak. After receipt of the wire transfer, Law Offices of Lucas T. Novak shall be responsible for forwarding the respective payments to OEHHA and LG.

3.2 Reimbursement Of LG's Fees And Costs

Tribal Nutrition shall reimburse LG's reasonable experts' and attorney's fees and costs incurred in prosecuting the instant action, for all work performed through execution of this Agreement, in the amount of fourteen thousand dollars ($14,000.00). Accordingly, Tribal Nutrition shall remit total payment via wire transfer to Law Offices of Lucas T. Novak in the amount of fifteen thousand dollars ($15,000.00) which includes the civil penalty described in Section 3.1, within ten (10) business days of the Effective Date. Wire instructions have been exchanged between the Parties.

4. RELEASES

4.1 LG's Release Of Tribal Nutrition

This Agreement is a full, final, and binding resolution between LG, acting on its own behalf, and Tribal Nutrition, of any violation of Proposition 65 that was or could have been asserted by LG or its past and current successors, officers, directors, shareholders, employees, parent companies, subsidiaries, affiliates, divisions, and/or assigns (collectively "Releasors") for failure to provide Proposition 65 warnings for alleged exposures to lead from use of the Products, and Releasors hereby release any such claims against Tribal Nutrition and its parents, subsidiaries, affiliated companies under common ownership or control, shareholders, cooperative members, licensors, licensees, franchisees, marketplaces, directors, members, managers, officers, partners,

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agents, employees, representatives, attorneys, successors and assignees, as well as each entity to whom Tribal Nutrition directly or indirectly distributes or sells the Products, including, but not limited to, upstream and downstream co-manufacturers, distributors, wholesalers, marketplace hosts, customers, packagers, retailers, including, but not limited to, Target Corporation, and their respective subsidiaries, affiliates, parents, franchisees, cooperative members, and licensees (collectively, the "Released Parties"), for failure to provide Proposition 65 warnings for alleged exposures to lead from use of the Products up to and including the Compliance Date.

4.2 Tribal Nutrition's Release Of LG

Tribal Nutrition, by this Agreement, waives all rights to institute any form of legal action against LG and Releasors, and their shareholders, directors, members, officers, employees, attorneys, experts, successors and assignees for actions or statements made or undertaken, whether in the course of investigating claims or seeking enforcement of Proposition 65 against Tribal Nutrition in this matter. If any of the Released Parties should institute any such action, then LG's release of said Released Party in this Agreement shall be rendered void and unenforceable.

4.3 Waiver Of Unknown Claims

Each of the Parties acknowledges that it is familiar with Section 1542 of California Civil Code which provides 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.

Each of the Parties waives and relinquishes any right or benefit it has or may have under Section 1542 of California Civil Code or any similar provision under the statutory or non-statutory law of any other jurisdiction to the full extent that it may lawfully waive all such rights and benefits. The Parties acknowledge that each may subsequently discover facts in addition to, or different from, those that it believes to be true with respect to the claims released herein. The Parties agree that this Agreement and the releases contained herein shall be and remain effective

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in all respects notwithstanding the discovery of such additional or different facts.

5. PUBLIC BENEFIT

It is Tribal Nutrition's understanding that the commitments it has agreed to herein, and actions to be taken by Tribal Nutrition under this Agreement confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of the Parties that to the extent any other private party serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to Tribal Nutrition's alleged failure to provide a warning concerning actual or alleged exposure to lead from use of the Products it has manufactured, distributed, sold, or offered for sale in California, or will manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to the Products addressed in this Agreement.

6. SEVERABILITY

Should any part or provision of this Agreement for any reason be declared by a Court to be invalid, void or unenforceable, the remaining portions and provisions shall continue in full force and effect.

7. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California. This Agreement is entered into in the State of California and may only be enforced in the State of California.

8. NOTICES

All correspondence and notices required to be provided under this Agreement shall be in writing and delivered personally or sent by first class or certified mail addressed as follows:

TO TRIBAL NUTRITION Jonathan Ames, Esq. Tribal Nutrition LLC 8275 South Eastern Ave Suite 815 Las Vegas NV 89123 Jon.ames@kachava.com With copy to:	TO LG: Lucas Novak, Esq. Law Offices of Lucas T. Novak 8335 W Sunset Blvd., Suite 217 Los Angeles, CA 90069

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Jennifer K. Singh, Esq. Amin Wasserman Gurnani 515 South Flower St., 18th Floor Los Angeles, CA 90071	

9. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute the same document. Execution and delivery of this Agreement by e-mail, facsimile, or other electronic means shall constitute legal and binding execution and delivery. Any photocopy of the executed Agreement shall have the same force and effect as the originals.

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

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

12. ENTIRE AGREEMENT

This 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 of 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 Agreement on behalf of their respective Parties. Each Party has read, understood, and agrees to all of the terms and conditions of this Agreement. Each Party warrants to the other that it is free to enter into this Agreement and is not subject to any conflicting obligation that will or might prevent or interfere with the execution or performance of this Agreement by said Party.

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AGREED TO:

Date: 10/6/2026

By: SOHYEON PARK

Authorized Representative of The Living Gallery, LLC

AGREED TO:

Date: 10/6/2026

By: DocuSigned by: Louise Todd

Authorized Representative of Tribal Nutrition LLC