SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. Clean Product Advocates, LLC and Overseas Food Trading Ltd.

This Settlement and Release Agreement ("Settlement Agreement") is entered into by and between Clean Products Advocates, LLC ("CPA"), on the one hand, and Overseas Food Trading Ltd. ("Overseas"), on the other hand, with CPA and Overseas collectively referred to as the "Parties."

1.2. General Allegations

CPA alleges that Overseas distributed and offered for sale in the State of California "Kohinoor Saag Aloo Indian Spinach Potato" containing Cadmium and/or Lead, and that such sales allegedly have not included warnings pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 *et seq*. and its implementing regulations ("Proposition 65"). The State of California has identified and listed cadmium and lead under Proposition 65 as chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm. Overseas denies the general allegations asserted herein.

1.3. Product Description

The products that are covered by this Settlement Agreement are defined as Kohinoor Saag Aloo Indian Spinach Potato that Overseas has imported, sold, offered for sale or distributed in California. All such items shall be referred to herein as the "Products."

1.4. Notice of Violation

On September 12, 2026 CPA served Overseas., Costco Wholesale Corporation and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with a document entitled "60-Day Notice of Violation" ("Notice") that provided Overseas, Costco Wholesale Corporation and such public enforcers with notice that Overseas was allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Products allegedly exposed users in California to Cadmium and/or Lead. To the best of the Parties' knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice.

1.5. No Admission

The Parties enter into this Settlement Agreement to settle disputed claims between them as set forth herein and in the Notice concerning Overseas' compliance with Proposition 65. Overseas specifically denies the material factual and legal allegations contained in CPA's Notice and maintains that all products that it has sold and distributed in the State of California, including the Products, have been and are in compliance with Proposition 65 or any other statutory, regulatory,

common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by Overseas 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 Overseas of any fact, binding, conclusion, issue of law, or violation of law, such being specifically denied by Overseas on its behalf. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Overseas under this Settlement Agreement.

1.6. Effective Date

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

2. WARNINGS

As of the Effective Date, Overseas agrees to provide a clear and reasonable Proposition 65 warning on the Products pursuant to Section 2.2 below.

2.1. Exempted Products

Products that were supplied or contracted to be supplied to Costco Wholesale Corporation and/or third parties by Overseas prior to 6 months after the Effective Date shall be deemed exempted from the requirements of this Section 2 and shall be permitted to be sold through as previously manufactured, packaged and labeled.

2.2. Product Warnings

Products that do not meet the warning exemption standard set forth in Section 2.1 above shall be accompanied by a warning as described in Section 2.3 below. This warning requirement shall only be required as to Products that are distributed, marketed, imported, sold, shipped for sale or offered for sale to consumers by Overseas in the State of California. No Proposition 65 warning shall be required for any Products that are supplied or contracted to be supplied to Costco Wholesale Corporation and/or third parties by Overseas prior to 6 months after the Effective Date, and all such Products are hereby deemed to be exempt from Proposition 65 enforcement.

2.3. Warning Language

2.3.1. Overseas shall display the following warning statement on the packaging label of the Products:

Short-Form Warning. The Short-Form Warning shall consist of either of the statements below:

WARNING [or] **CA WARNING** [or] **CALIFORNIA WARNING**: Risk of 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 a reproductive toxicant. See www.P65Warnings.ca.gov/food

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.

Warning language on products manufactured on or after **January 1, 2028** must use the Short-Form Warning requirements outlined in Section 25603(b)(3) and must include at least one chemical name for each applicable endpoint (cancer and/or reproductive toxicity).

2.3.2. Print Warning. Beginning January 1, 2028, the 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 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, bold border.

2.3.3. Online/Internet Warning. If Overseas, Costco Wholesale Corporation, and/or third parties sell(s) the Products via internet websites to consumers located in California, the short-form warning meets the requirements of this subarticle if it complies with the content requirements of Section 25603 and the warning is also provided using one or more of the following methods:

(a) a warning on the product display page, or

(b) a clearly marked hyperlink using the word "**WARNING**" or the words "**CA WARNING**" or "**CALIFORNIA WARNING**" on the product display page that links to the warning, or

(c) an otherwise prominently displayed warning provided to the California consumer prior to the completion of the purchase. For purposes of this subsection, the short-form warning is not prominently displayed if the California consumer must search for it in the general content of a website.

2.3.4. For internet purchases made before January 1, 2028, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning online until 6 months after the retailer receives a warning or a written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with Section 25603(c) with content compliant with Section 25603(b).

2.3.5 Foreign Language - Where a label, as defined in Section 25600.1, is used to provide the short-form warning that includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English.

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE SECTION 25249.7(b) AND ATTORNEY'S FEES AND COSTS

In full satisfaction of all potential civil penalties and attorney's fees, costs and any other expenses incurred by CPA or its counsel, Overseas shall pay the total Settlement amount of Twenty Three Thousand Dollars and Zero Cents ($23,000.00) (The "Settlement Amount") as set forth below.

3.1 **Civil Penalties to Health & Safety Code 25249.7 (B):**

One Thousand Five Hundred Dollars and Zero Cents ($1,500.00) of the Settlement Amount shall be considered a "civil penalty" pursuant to California Health and Safety Code. Overseas shall issue two separate checks within ten (10) business days of the Effective Date for a total amount of One Thousand Five Hundred Dollars and Zero Cents ($1,500.00) as follows, and all payments shall be delivered to the addresses listed below.

3.1 (a) One Check made payable to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of One Thousand One Hundred Twenty Five Dollars and Zero Cents ($1,125.00), representing 75% of the total civil penalty; and

3.1 (b) One check payable to "Clean Product Advocates, LLC" in the amount of Three Hundred Seventy Five Dollars and Zero Cents ($375.00), representing 25% of the total civil penalty.

3.2 **Attorney's Fees and Costs:**

Twenty One Thousand Five Hundred Dollars and Zero Cents ($21,500.00) of the total Settlement Amount shall be paid to Cliffwood Law Firm, PC within ten (10) business days of the Effective Date, as CPA's attorneys, for reasonable investigation and expert fees, and costs, attorney's fees, and any other cost incurred as a result of investigating and bringing this matter to Overseas' attention.

4. PAYMENT PROCEDURES

4.1 The Payments owed to OEHHA, pursuant to Section 3.1(a), shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties NOV #2026-04377") at the following address:

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

4.2 All Payments owed to CPA, pursuant to Section 3.1(b), shall be delivered to:

CPA
% Elham Shabatian, Esquire
Cliffwood Law Firm, PC
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

4.3 All Payments owed to Cliffwood Law Firm, PC, pursuant to Section 4.3, shall be delivered to:

Cliffwood Law firm, PC
Attn: Elham Shabatian, Esquire
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

4.4 **PROOF OF PAYMENT**

A copy of the check payable to OEHHA shall be mailed to Cliffwood Law Firm, PC, simultaneous with payment to Cliffwood Law Firm, PC, at the address set forth above, as proof of payment to OEHHA.

5. RELEASE OF ALL CLAIMS

5.1. Release of Overseas, Downstream Customers and Upstream Vendors

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Sections 3 and 4 above, CPA, on behalf of itself and its respective owners, principals, shareholders, officers, directors, employees, parents, subsidiaries, its past and current agents, representatives, attorneys, successors and/or assignees (collectively, "Releasors"), hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and fully releases all claims relating to the Products, 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 limited to, investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or unknown,

fixed or contingent (collectively "Claims"), against (a) Overseas, (b) each of Overseas' downstream distributors in the stream of commerce (including but not limited to Costco Wholesale Corporation) and any other upstream or downstream entities in the distribution chain for the Products, including, but not limited to, manufacturers, wholesalers, vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, third-party re-sellers, and users, (c) Overseas' parent companies, corporate affiliates, subsidiaries, affiliates, doing business as entities ("DBAs"), successor companies, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities, and (d) the employees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors and assigns of any of the entities identified in subsection (a) and (c), above (collectively "Releasees"). CPA also, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees and *not* in its representative capacity, provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or unknown, suspected or unsuspected, against Overseas and the Releasees.

5.2 Overseas' Release of CPA

Overseas, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against CPA, its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by CPA and/or its 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 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. CPA on behalf of itself only, on one hand, and Overseas, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Effective Date, including all rights of action thereof. 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 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.

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

6. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Overseas shall have no further obligations pursuant to this Settlement Agreement.

7. 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) electronic mail; or (ii) overnight courier on any party by the other party at the following addresses:

For Overseas Food Trading Ltd., for itself and for Costco Wholesale Corporation:
George N. Styliades, Esquire
Law Offices of George N. Styliades
P.O. Box 9
Moorestown, NJ 08057-0009
Email – gstyliades@styliadeslaw.com

For Clean Product Advocates, LLC:
Elham Shabatian Esquire
Cliffwood Law Firm, PC
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025
Email - ellie@cliffwoodlaw.com

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

8. COUNTERPARTS; E-SIGNATURES

This Settlement Agreement may be executed in counterparts and by e-signatures, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

9. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions.

10. MODIFICATION

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

11. AUTHORIZATION

The undersigned are authorized to execute this 8-page Settlement Agreement on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Settlement Agreement.

Agreed to:

Date: November 16 , 2026

stephane Picard

Name: Stephane Picard
Title: CEO
Overseas Food Trading Ltd.

Date: November , 2026
11/16/2026

Name: Deki Yangzom, Director
Title:
Clean Products Advocates, LLC