

EXECUTION VERSION

SETTLEMENT AGREEMENT

This Settlement Agreement (the “**Agreement**”), dated May 6, 2025, is made and executed by, between, and among (i) Sanjiv Mehra (“**Mehra**” or “**Plaintiff**”), individually and derivatively in the right of and on behalf of nominal defendants The Kind Group LLC (“**Kind**”) and EOS Products, LLC (“**EOS Products**”); and (ii) defendants Jonathan Teller (“**Teller**”) and Sarah Slover (“**Slover**”) (collectively with Teller, “**Defendants**,” which term does not include Kind or EOS Products). Plaintiff and Defendants are referred to herein individually as a “**Party**” and collectively as the “**Parties**.” In addition, the terms of this settlement Agreement are being acknowledged and approved by all other members of Kind, namely the Sanjiv Mehra 2014 Irrevocable Trust, Angry Elephant Capital, LLC, the Teller Children’s 2015 Trust, and all holders of Class C Common Interests (as that term is defined in the Eighth Amended and Restated Limited Liability Company Agreement of the Kind Group LLC, effective as of December 12, 2024) (the “**Class C Kind Members**,” and together with the Sanjiv Mehra 2014 Irrevocable Trust, Angry Elephant Capital, LLC, and the Teller Children’s 2015 Trust, the “**Other Kind Members**”). This Agreement states all of the terms of settlement and resolution of the Action (as defined below) and is intended by the Parties to fully and finally compromise, resolve, discharge, and settle the Derivative Action Claims, as defined herein, subject to the approval of the Supreme Court of the State of New York, New York County, Commercial Division (the “**Court**”).

WHEREAS, Plaintiff commenced a derivative action as a Class B Common member of Kind against Defendants captioned *Sanjiv Mehra, individually and in the right of and on behalf of The Kind Group LLC and EOS Products, LLC v. Jonathan Teller and Sarah Slover, Defendants, and The Kind Group LLC and EOS Products, LLC, Nominal Defendants*, in the New York State Supreme Court, New York County, Index No. 657027/2020 (the “**Action**”).

WHEREAS, prior to the commencement of this Action, Mehra filed a lawsuit on October 10, 2019 in the Delaware Court of Chancery challenging the dissolution of EOS Investor Holding Company LLC (“**EOS Investor**”) and Teller’s other actions on September 26, 2019 (the “**Delaware Action**”). An amended complaint was filed on December 13, 2019. The defendants in the Delaware Action, as named in the amended complaint, were Teller, EOS Investor, Angry Elephant Capital, LLC, the trustee of the Teller Children’s 2015 Trust, and Slover;

WHEREAS, after an initial trial held in July 2020; fact and expert discovery; motion practice; and a subsequent trial held in February 2024, the Delaware Court of Chancery issued a post-trial decision in the Delaware Action on September 20, 2024 and entered a final judgment in the Delaware Action on December 6, 2024;

WHEREAS, Teller and Slover authorized the advancement of funds of EOS Products to fund legal fees and expenses in connection with their defense of the Delaware Action;

WHEREAS, Teller and Slover signed undertakings in connection with the advancement of funds for the Delaware Action;

WHEREAS, pursuant to a stipulation of the parties, the Court in this Action entered an order on January 5, 2020, providing in relevant part that, pending the final determination of this Action, Kind and EOS Products would not advance any further funds in connection with the defense of the Delaware Action or this Action (the “**Preliminary Injunction Order**”);

WHEREAS, prior to the filing of this Action and the entry of the Preliminary Injunction Order, EOS Products advanced legal fees and expenses in connection with the defense of the Delaware Action in the amount of \$2,545,197.52;

WHEREAS, between October 2, 2019 and February 5, 2021, Teller, either directly or through his associated entity Angry Elephant Capital, LLC or his daughter’s custodial account, made eleven loans to EOS Products at 4% or 6% interest rate totaling approximately \$9.4 million (collectively, the “**Teller Loans**”);

WHEREAS, in around February 2023, Teller retroactively and prospectively reduced the interest rate on the Teller Loans to 3% as a result of the claims asserted in this Action;

WHEREAS, Mehra filed a First Amended Complaint in this Action on February 17, 2021;

WHEREAS, following discovery, the Plaintiff and Defendants respectively moved for partial summary judgment in this Action on May 31, 2023;

WHEREAS, on October 13, 2024, the Court entered a Decision and Order granting in part Plaintiff’s motion for summary judgment and denying Defendants’ motion for summary judgment (the “**Decision and Order**”);

WHEREAS, Defendants filed a notice of appeal of the Court’s Decision and Order on November 13, 2024;

WHEREAS, Mehra filed a Second Amended Complaint in this Action on December 6, 2024;

WHEREAS, Defendants filed an Answer to the Second Amended Complaint on December 24, 2024; and

WHEREAS, the Parties have vigorously litigated the claims and defenses asserted in the Action.

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties to the Action and the Other Kind Members, subject to the approval of the Court, agree as follows:

1. **Settlement Consideration.**

a. *Repayment of Delaware Action fees and expenses, with interest:* Defendants shall pay to EOS Products the sum of \$2,545,197.52, representing the amount of company funds advanced in connection with the defense of the Delaware Action, plus pre-judgment interest in the amount of \$1,200,000.00.

b. *Repayment of public-relations fees, with interest:* Defendants shall pay to EOS Products the sum of \$25,000.00, representing the amount of company funds paid in connection with public-relations fees, plus pre-judgment interest in the amount of \$12,375.00.

c. *Teller Loan interest reclassification:* Defendants shall constructively repay the interest on the Teller Loans by causing Kind and EOS Products to reclassify, in the books and records of Kind and EOS Products, interest payments in connection with the Teller Loans as distributions to members under the Kind and/or EOS Products operating agreements.

d. *Injunctive relief:* Simultaneously with the execution of this Agreement, Defendants shall execute the stipulated permanent injunction, in the form attached hereto as Exhibit A, prohibiting the use of funds of Kind or EOS Products for any legal fees or expenses incurred in defending the Delaware Action and this Action. The parties acknowledge that the Preliminary Injunction Order, along with the contemplated stipulated permanent injunction, saved Kind and EOS Products from paying an additional approximately \$4,500,000.00 in connection with the defense of the Delaware Action.

e. *Attorneys' fees:* Defendants shall pay an attorneys' fee award to Clark Smith Villazor LLP in the amount of \$2,250,000.00 (the "**Attorneys' Fees Award**"). The Attorneys' Fees Award shall be paid to a bank account of Clark Smith Villazor's choosing, and Clark Smith Villazor shall provide the bank name, account name, account number, and routing number to Defendants' counsel. The Attorneys' Fees Award shall be paid from the monetary settlement consideration of \$3,782,572.50 to be paid to Kind and/or EOS Products described in paragraph 1.a.-b. above (the "**Monetary Settlement Amount**") and shall reduce the settlement consideration paid to Kind and/or EOS Products.

2. **Time for Payment:**

a. Defendants shall pay the Monetary Settlement Amount and the Attorneys' Fees Award by the earlier of (i) two business days after the Court approves the settlement, or (ii) twenty-eight days after this Agreement is executed by Plaintiff and Defendants. Defendants shall provide proof of payment to Plaintiff's counsel within two business days of making the payments.

b. Defendants shall cause the re-classification of interest on the Teller Loans by the earlier of (i) two business days after the Court approves the settlement, or (ii) fourteen days after this Agreement is executed by Plaintiff and Defendants. Defendants shall provide proof of the re-classification to Plaintiff's counsel within two business days of completing the reclassification.

3. **Joint and Several Liability:** Teller and Slover shall be jointly and severally liable for the Monetary Settlement Amount and the Attorneys' Fees Award.

4. **Court Approval and Discontinuance of the Action with Prejudice.**

a. The Parties agree to seek Court approval of the settlement provided for in this Agreement. The parties agree to jointly contact the Court to seek the Court's guidance as to the manner in which the Court prefers to receive the application for Court approval and to follow any such guidance.

b. In the absence of guidance from the Court, the parties agree to the following procedure for seeking Court approval, subject to any modifications that may be necessary or appropriate to ensure compliant filings:

- i. Plaintiff shall file with the Court a motion, by order to show cause, seeking approval of the settlement. The motion papers shall include copies of, among any other necessary or appropriate papers, (i) this Agreement, for approval by the Court; and (ii) the stipulated permanent injunction (as contemplated in paragraph 1.d, above) for so-ordering by the Court. Upon filing the foregoing documents, Plaintiff's counsel will submit them to the Court pursuant to Commercial Division Part 48 Procedures Rule 9.
- ii. The Parties acknowledge that this paragraph satisfies the prior notice requirement of Commercial Division Part 48 Procedures Rule 9.
- iii. Within one business day of Plaintiff's filing of the documents contemplated in paragraph 4.b.i, Defendants' counsel shall file with the Court a notice that Defendants consent to and approve (i) the order to show cause described in paragraph 4.b.; (ii) entry of the stipulated permanent injunction described in paragraphs 1.d and 4.b.; and (iii) the Court's approval of this Agreement.

c. Defendants agree to cooperate with Plaintiff in connection with Plaintiff's preparation of any motion for Court approval, including but not limited to by (i) acknowledging in an affidavit the amount of fees and expenses incurred in connection with the defense of the Delaware Action that were not paid with funds of Kind or EOS Products; and (ii) acknowledging in an affidavit that this Agreement has been signed by all current members of Kind.

d. Following all of (i) the Court's approval of the settlement and entry of the stipulated permanent injunction, (ii) Defendants' payment of the Monetary Settlement Amount and Attorneys' Fees Award, and (iii) Defendants' providing proof to Plaintiff's counsel of the reclassification of the interest on the Teller Loans, the Parties shall execute and file a stipulation of discontinuance with prejudice for the Court to so order.

e. Upon the Court's so-ordering of the stipulation of discontinuance with prejudice, the Action shall be dismissed with prejudice.

5. **Releases.**

a. Effective upon the Court's approval of this Agreement and entry of the stipulation of discontinuance with prejudice, Plaintiff shall fully, finally, and forever release, settle, remise, acquit, relinquish, and discharge all claims, causes of action, and defenses asserted in the original complaint in this Action, the First Amended Complaint in this Action, the Second Amended Complaint in this Action, and Defendants' and/or Nominal Defendants' answers to each such complaint (the "**Derivative Action Claims**") against Defendants, Kind, EOS Products, and the Other Kind Members; and Plaintiff shall forever be barred and enjoined from commencing, instituting, or prosecuting against Defendants, Kind, EOS Products, and the Other Kind Members any Derivative Action Claims.

b. Effective upon the Court's approval of this Agreement and entry of the stipulation of discontinuance with prejudice, Defendants shall fully, finally, and forever release, settle, remise, acquit, relinquish, and discharge all Derivative Action Claims against Plaintiff, Kind, EOS Products, and the Other Kind Members, and Defendants shall forever be barred and enjoined from commencing, instituting, or prosecuting against the Plaintiff, Kind, EOS Products, and the Other Kind Members any Derivative Action Claims.

c. Effective upon the Court's approval of this Agreement and entry of the stipulation of discontinuance with prejudice, Kind, EOS Products, and the Other Kind Members shall fully, finally, and forever release, settle, remise, acquit, relinquish, and discharge all Derivative Action Claims against Plaintiff and Defendants, and shall forever be barred and enjoined from commencing, instituting, or prosecuting against the Plaintiff or Defendants any Derivative Action Claims.

d. None of the releases described in this Agreement release any claims under this Agreement.

6. **Termination.**

a. In the event the Court declines to approve this Agreement, the Parties shall work cooperatively in an attempt to cure any deficiencies identified by the Court and resubmit a settlement agreement (and, if necessary, accompanying documents including, but not limited to, an order to show cause, stipulated permanent injunction, and stipulation of discontinuance with prejudice) within thirty days of such disapproval.

b. In the event the parties resubmit a settlement agreement and the Court again declines to approve the settlement agreement, any Party shall have the right to terminate the settlement by email notice to the other Parties via their undersigned counsel.

c. If the settlement is terminated in accordance with this paragraph, then any funds paid by Defendants to Kind, EOS Products, and/or Plaintiff's counsel pursuant to this Agreement shall be returned to Defendants within ten business days of the termination.

d. If the settlement is terminated in accordance with this paragraph, then the Parties shall be returned to their respective litigation positions prior to the filing of this Agreement, as

though neither this Agreement nor any of the documents described in paragraph 4, above, had ever been filed.

7. **Entire Agreement.** This Agreement represents the complete understanding of the Parties in connection with the settlement of this Action. This Agreement may not be modified, amended, or waived, in whole or in part, except in an executed written agreement stating the specific intent to modify, amend, or waive this Agreement. Any date set forth in this Agreement may be modified by the written agreement of the Parties or their counsel with an exchange of emails to the addresses listed in the Notice provision of this Agreement evidencing mutual assent.

8. **The Other Kind Members.** Teller and Slover each represent and warrant that the persons whose signature blocks appear under the heading “Other Kind Members” in the signature pages of this Agreement constitute all other current members of Kind besides Mehra, Teller, and Slover; and that each Other Kind Member has signed this Agreement.

9. **Acknowledgement of the Other Kind Members.** The Other Kind Members acknowledge that they had the opportunity to review this Agreement and make any inquiries they deemed necessary, and they acknowledge that this Agreement’s terms, including the releases, are fair and reasonable to Kind and EOS Products and to Kind’s members.

10. **Binding Effect.** The Parties and the Other Kind Members acknowledge that, after execution of this Agreement, they may discover facts different from, or in addition to, those that they now know or believe to be true, and that this Agreement shall, from the time it is approved by the Court, be and shall remain in full force and effect in all respects, notwithstanding such different or additional facts.

11. **Governing Law.** The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of law rules.

12. **Retention of Jurisdiction.** The Court in the Action shall retain jurisdiction over any proceeding to enforce the terms of this Agreement and any proceeding arising out of the stipulated injunction provided for in paragraph 1.d above.

13. **No Waiver.** No failure by a Party to insist upon strict performance of any term or condition of this Agreement or exercise any right or remedy, shall constitute a waiver.

14. **Notices.** Any notices required by this Agreement will be sent by email and by overnight delivery by a recognized courier service (*e.g.*, FEDEX, UPS, *etc.*) that provides proof of delivery to:

Plaintiff:

Patrick Smith, Esq.
Brian T. Burns, Esq.
Clark Smith Villazor LLP
666 3rd Avenue, 21st Floor

New York, New York 10017
patrick.smith@csvllp.com
brian.burns@csvllp.com


Defendants:

Kevin Reed
Dominic Pody
Quinn Emanuel Urquhart & Sullivan LLP
295 Fifth Avenue
New York, NY 10016
kevinreed@quinnemanuel.com
dominicpody@quinnemanuel.com

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which when fully executed by all Parties and the Other Kind Members shall together constitute one and the same instrument. Copies of signatures delivered electronically (*e.g.*, by fax, email, etc.) shall be deemed to be original ink signatures.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties and the Other Kind Members have duly executed this Agreement as of the day and year written below each of their signatures.

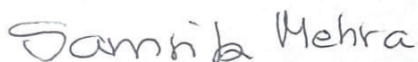


Sanjiv Mehra,
individually and derivatively in the right of and
on behalf of nominal defendants The Kind
Group LLC and EOS Products, LLC
Date: May 6, 2025

Jonathan Teller
Date: May __, 2025

Sarah Slover
Date: May __, 2025

Other Kind Members




Samrita Mehra, as trustee of the Sanjiv Mehra
2014 Irrevocable Trust
Date: May 6, 2025

Angry Elephant Capital, LLC
By: _____
Title: _____
Date: May __, 2025

Andrew Saltoun, as successor trustee of the
Teller Children's 2015 Trust
Date: _____

IN WITNESS WHEREOF, the Parties and the Other Kind Members have duly executed this Agreement as of the day and year written below each of their signatures.

Sanjiv Mehra,
individually and derivatively in the right of and
on behalf of nominal defendants The Kind
Group LLC and EOS Products, LLC
Date: May __, 2025



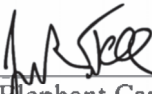
Jonathan Teller
Date: May 7, 2025

Sarah Slover

Sarah Slover
Date: May 7, 2025

Other Kind Members

Samrita Mehra, as trustee of the Sanjiv Mehra
2014 Irrevocable Trust
Date: May __, 2025



Angry Elephant Capital, LLC
By: _____
Title: Manager
Date: May 7, 2025

Andrew Saltoun
Andrew Saltoun May 7, 2025 11:05 EDT

Andrew Saltoun, as successor trustee of the
Teller Children's 2015 Trust
Date: May 7, 2025

Bob Crutchfield

Bob Crutchfield

Date: 5/6/25

Mike Wong

Date:

Soyoung Kang

Date:

Robert Murphy

Date:

Carley Caldas

Date:

Laura Bierbaum

Date:

Joanne Pasqualini

Date:

Anthony Elizondo

Date:

Pankaj Garg

Date:

Bob Crutchfield
Date:

Mike Wong

Mike Wong
Date: 5/6/25

Soyoung Kang
Date:

Robert Murphy
Date:

Carley Caldas
Date:

Laura Bierbaum
Date:

Joanne Pasqualini
Date:

Anthony Elizondo
Date:

Pankaj Garg
Date:

Bob Crutchfield

Date:

Mike Wong

Date:

Soyoung Kang

Date: 5/6/25

Robert Murphy

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Carley Caldas

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Laura Bierbaum

Date:

Joanne Pasqualini

Date:

Anthony Elizondo

Date:

Pankaj Garg

Date:

Bob Crutchfield

Date:

Mike Wong

Date:

Soyoung Kang

Date:

Bob Murphy

Robert Murphy

Date: 5/6/25

Carley Caldas

Date:

Laura Bierbaum

Date:

Joanne Pasqualini

Date:

Anthony Elizondo

Date:

Pankaj Garg

Date:

Bob Crutchfield

Date:

Mike Wong

Date:

Soyoung Kang

Date:

Robert Murphy

Date:



Carley Caldas

Date: 5/7/25

Laura Bierbaum

Date:

Joanne Pasqualini

Date:

Anthony Elizondo

Date:

Pankaj Garg

Date:

Bob Crutchfield

Date:

Mike Wong

Date:

Soyoung Kang

Date:

Robert Murphy

Date:

Carley Caldas

Date:

Laura Bierbaum

Laura Bierbaum

Date: 5/6/25

Joanne Pasqualini

Date:

Anthony Elizondo

Date:

Pankaj Garg

Date:

Bob Crutchfield

Date:

Mike Wong

Date:

Soyoung Kang

Date:

Robert Murphy

Date:

Carley Caldas

Date:

Laura Bierbaum

Date:



Joanne Pasqualini

Date: 5/6/25

Anthony Elizondo

Date:

Pankaj Garg

Date:

Bob Crutchfield

Date:

Mike Wong

Date:

Soyoung Kang

Date:

Robert Murphy

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Carley Caldas

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Laura Bierbaum

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Joanne Pasqualini

Date:

~~Anthony Elizondo~~

Anthony Elizondo, May 6, 2025 19:06 EDT
Anthony Elizondo

Date: 5/6/25

Pankaj Garg

Date:

Bob Crutchfield
Date:

Mike Wong
Date:

Soyoung Kang
Date:

Robert Murphy
Date:

Carley Caldas
Date:

Laura Bierbaum
Date:

Joanne Pasqualini
Date:

Anthony Elizondo
Date:



Pankaj Garg
Date: 5/6/25



Diederik van Ommeren

Date: 05/06/2025

Dan Nowicki

Date:

Ellen Hawes

Date:



Elizabeth Murphy

Date: 5/6/2025



Jamie Sachs

Date: 5/6/25



Andrea Escobar

Date: 5/6/25

Bhavini Seth

Date:

Carrie-Anne Farrell

Date:

Nicole Mueller

Diederik van Ommeren

Date:

Dan Nowicki

Dan Nowicki

Date:

Ellen Hawes

Date:

Elizabeth Murphy

Date:

Jamie Sachs

Date:

Andrea Escobar

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Bhavini Seth

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Carrie-Anne Farrell

Date:

Nicole Mueller

Diederik van Ommeren

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Dan Nowicki

Date:

Ellen Hawes
Ellen Hawes (May 6, 2025 03:00 EDT)

Ellen Hawes

Date: 5/6/25

Elizabeth Murphy

Date:

Jamie Sachs

Date:

Andrea Escobar

Date:

Bhavini Seth

Date:

Carrie-Anne Farrell

Date:

Nicole Mueller

Diederik van Ommeren

Date:

Dan Nowicki

Date:

Ellen Hawes

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Elizabeth Murphy

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Jamie Sachs

Date:

Andrea Escobar

Date:

Bhavini Seth

Bhavini Seth

Date: 5/7/25

Carrie-Anne Farrell

Date:

Nicole Mueller

Diederik van Ommeren

Date:

Dan Nowicki

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Ellen Hawes

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Elizabeth Murphy

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Jamie Sachs

Date:

Andrea Escobar

Date:

Bhavini Seth

Date:

Carrie-Anne Farrell
Carrie-Anne Farrell (May 6, 2025 11:34 EDT)

Carrie-Anne Farrell

Date: 5/6/25

Nicole Mueller

Diederik van Ommeren

Date:

Dan Nowicki

Date:

Ellen Hawes

Date:

Elizabeth Murphy

Date:

Jamie Sachs

Date:

Andrea Escobar

Date:

Bhavini Seth

Date:

Carrie-Anne Farrell

Date:


Nicole Mueller

Nicole Mueller, May 7, 2025 09:11 CD1

Nicole Mueller

5/7/25

Date:



Esteban Picone
Date: 5/7/25

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
SANJIV MEHRA, individually and in the right of and on :
behalf of The Kind Group LLC and EOS Products, LLC,

Plaintiff,

-against-

JONATHAN TELLER and SARAH SLOVER,

Defendants, and

THE KIND GROUP LLC and EOS PRODUCTS, LLC,

Nominal Defendants.

Index. No. 657027/2020

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Stipulated Permanent Injunction

BACKGROUND:

1. Plaintiff Sanjiv Mehra, a member of nominal defendant The Kind Group LLC (“Kind”), brought this derivative action against defendants Jonathan Teller (“Teller”) and Sarah Slover (“Slover”) seeking, among other relief, a permanent injunction:

- a. enjoining Teller and Slover from causing Kind or EOS Products, LLC (“EOS Products”) to advance themselves legal fees and expenses in the action in the Delaware Court of Chancery captioned *Sanjiv Mehra et al. v. Jonathan Teller et al.*, C.A. No. 2019-0812-KJSM (the “Delaware Action”);
- b. enjoining Teller and Slover from causing Kind or EOS Products to indemnify themselves for any liabilities or costs incurred in the Delaware Action;
- c. enjoining Teller and Slover from causing Kind or EOS Products to spend any company funds in connection with the Delaware Action;
- d. enjoining Teller and Slover from causing Kind or EOS Products to advance themselves legal fees and expenses in defending this derivative action (the “Derivative Action”);
- e. enjoining Teller and Slover from causing Kind or EOS Products to indemnify themselves for any liabilities or costs incurred in the Derivative Action.

2. On or about February 6, 2023, Teller and Slover stipulated that should there be a final judgment or final order in this action that the disputed legal fees and expenses are not subject to indemnification under the agreements at issue in this matter, Teller and Slover agree to the entry of a permanent injunction implementing that final judgment or final order (the “Injunction Stipulation”).

3. On October 13, 2024, the Court issued a Decision and Order (the “Order”) granting in part Plaintiff Sanjiv Mehra’s motion for partial summary judgment and finding in relevant part that:

- a. “there are no issues of fact that the Delaware action by Mehra against Teller and Slater [sic] is an intra-party dispute, which is not covered by the indemnification provisions of Kind or EOSP’s operating agreements, and that advancements of legal fees and costs by Teller were thus in violation of the operating agreements.”
- b. “Accordingly, Teller is liable for such breach. Per the undertakings, Teller and Slover are liable for repayment of legal fees and expenses advanced to each of them in connection with the defense of the Delaware action.”
- c. “As to Slover, Mehra additionally demonstrates she was not a manager or officer of Kind.”
- d. “Thus, for that additional reason, Slover is not entitled to indemnification under these entities’ operating agreements.”

4. While the parties dispute whether the Order represents a “final order” for purposes of the Injunction Stipulation, the parties have agreed to settle this action (the

“Settlement”) on terms that include the permanent injunction set forth below.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that,
from and after the date of this Stipulated Permanent Injunction:

1. Jonathan Teller and Sarah Slover are permanently restrained and enjoined from:
 - a. causing Kind or EOS Products to advance themselves legal fees and expenses in the Delaware Action;
 - b. causing Kind or EOS Products to indemnify themselves for any liabilities or costs incurred in the Delaware Action;
 - c. causing Kind or EOS Products to spend any company funds in connection with the Delaware Action;
 - d. causing Kind or EOS Products to advance themselves legal fees and expenses in defending this Derivative Action;
 - e. causing Kind or EOS Products to indemnify themselves for any liabilities or costs incurred in this Derivative Action.
2. Kind and EOS Products are permanently restrained and enjoined from:
 - a. advancing legal fees and expenses to Teller, Slover, or any other defendant in the Delaware Action;
 - b. indemnifying Teller, Slover, or any other defendant in the Delaware Action for any liabilities or costs (including legal fees and expenses) incurred in the Delaware Action;
 - c. advancing legal fees and expenses to Teller, Slover, or any other defendant or nominal defendant in this Derivative Action;
 - d. indemnifying Teller, Slover, or any other defendant or nominal defendant in this Derivative Action for any liabilities or costs (including legal fees and expenses) incurred in this Derivative Action; provided that, for clarity, this provision does not preclude the attorneys’ fee award to plaintiff provided for in the Settlement;
3. Upon the Court’s so-ordering this Stipulated Permanent Injunction, the preliminary injunction previously entered in this action on January 5, 2021 (NYSCEF 25) will be dissolved and replaced with the terms of this Stipulated Permanent Injunction.

4. The Court will retain jurisdiction over this matter to enforce the terms of this
Stipulated Permanent Injunction.

STIPULATED AND AGREED TO:


Dated: May 6, 2025

CLARK SMITH VILLAZOR LLP



Patrick J. Smith
Brian T. Burns
Michael K. Sala
CLARK SMITH VILLAZOR LLP
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New York, New York 10017
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Attorneys for Plaintiff Sanjiv Mehra

QUINN EMANUEL URQUHART & SULLIVAN, LLP



Kevin Reed
Dominic Pody
295 Fifth Avenue
New York, New York 10016
Tel.: (212) 849-7000
Attorneys for Defendants Jonathan Teller and Sarah Slover
Attorneys for Nominal Defendants The Kind Group LLC and EOS Products, LLC

SO ORDERED:

Hon. Andrea Masley

Dated: _____