

OCA AND DR. BRONNER'S PROFFERED SETTLEMENT AGREEMENT TO:

**Jason "Pure, Natural & Organic"; Avalon "Organics"; Nature's Gate "Organics";
Kiss My Face "Obsessively Organic"; Juice "Organics", Giovanni "Organic
Cosmetics"; Head "Organics"; Desert Essence "Organics"; Ikove "Organic"; Stella
McCartney CARE "100% Organic"; Ecocert; Estee Lauder; OASIS**

This Agreement, made and entered as of the ____ day of _____,
2008, by and among All One God Faith, Inc, d/b/a Dr. Bronner's Magic Soaps ("Dr.
Bronner's"), a California corporation; Organic Consumers Association, a Minnesota non-
profit corporation ("OCA"); and _____, Inc. witnesseth:

WHEREAS, Dr. Bronner's and OCA have asserted certain claims against
_____ under California law in connection with the labeling and advertising of
certain personal care products certified, sold and/or distributed in the United States by
_____ under the brand(s), "_____" and

WHEREAS, the parties mutually desire to fully and finally resolve any and all
existing or potential issues and dispute that does or could relate thereto;

NOW, THEREFORE, in consideration of the mutual covenants contained herein,
it is hereby agreed as follows:

1. On and after September 1, 2008, _____ shall not certify, sell
or distribute within the United States any soap, bodywash, shampoo, lotion or other
product intended for use on human skin in which the word "Organic" is displayed, on the
label, to modify the primary description of the product (e.g., "Organic Bodywash"),
whether alone or in combination with other words, or as part of the brand name of such
product, unless such product complies in all respects with the regulations of the National

Organic Program of the U.S. Department of Agriculture (“hereinafter the “NOP”), including but not limited to the requirements (i) that any product labeled “Organic” must contain (by weight or fluid volume, excluding water and salt), not less than 95% organically produced raw or processed agricultural products and (ii) that such product not include any fatty alcohols formed by hydrogenation, synthetic preservatives, ingredients with petrochemical compounds, etc.).

2. On and after September 1, 2008, _____ shall not certify, sell or distribute within the United States any soap, bodywash, shampoo, lotion or other product intended for use on human skin in which the word “Organic” appears anywhere on the label of the product (other than to modify a specific ingredient in the listing of ingredients in type no larger than that in which all of the ingredients are listed), except that if all of the following conditions are met, the words “Made with Organic” may modify up to three specific organic ingredients or types of ingredients listed immediately after those words (provided that such words modify at least one ingredient so as not to imply that all ingredients are organic through use of the phrase “Made with Organic Ingredients”), if such words appear in letters that do not exceed one-half the size of the largest type size on the panel and appear in their entirety in the same type size, style and color without highlighting; and/or if preferred, the term “__% Organic” is used, where such term accurately reflects the organic content of the product and appears in letters that do not exceed one-half the size of the largest type size on the panel and appears in its entirety in the same type size, style and color without highlighting;

- (a) No surfactant, emollient, emulsifier or other cleansing or moisturizing agent or ingredient included in such product includes any synthetic

silicone, petrochemical or petrochemical compound (including but not limited to Cocamidopropyl Betaine, Sodium Myreth Sulfate, EDTA, Olefin Sulfonate, Dimethicone, etc.).

(b) Any specific processed surfactant, emollient, emulsifier or other cleansing or moisturizing agent or ingredient included in such product, that is a main ingredient with respect to such product's nature and function (e.g. the cleansing ingredients contained in a bodywash or shampoo) and that is produced from conventional non-organic material not complying with the regulations of the NOP¹ due to disallowed metal and strong mineral acid catalysts, intermediate reagents like methanol, reagents such as hydrogen and sulfur trioxide, etc., but which:

(i) contains no petrochemical compounds and is produced by processes as now specified at this point in time by the Guidelines for "natural" personal care established by the German certification organization known as Bundesverband deutscher Industrie-und Handelsunternehmen ("BDIH"), to be superceded by the final issuance of the current draft U.S. "Made with Organic" personal care ANSI standard NSF 305, which has identical process allowances to the current BDIH, namely: Steam-splitting of oils to

¹ Relevant processes already allowed under the NOP include cooking vegetable oils or animal fats with NOP-allowed alkali to make soap (saponification); utilizing NOP-allowed enzymes or alkali to hydrolyze organic proteins and carbohydrates (hydrolysis); and cooking organic oil and alcohol together, optionally in the presence of NOP-allowed alkali, to make organic ester ingredients (transesterification).

produce fatty acids and glycerin in the presence of a metal catalyst; Mineral Acid-catalyzed esterification or transesterification (acid-catalyzed hydrolysis also) to produce esters; Hydrogenation of oils; Hydrogenolysis (hydrogenation) of methyl or ethyl esters of an oil with hydrogen to make fatty alcohols; Glucosidation (combining fatty alcohols and glucose in the presence of a strong acid to make alkyl glucosides, eg. Decyl Glucoside); Sulfation of fatty alcohols with sulfur trioxide and subsequent neutralization with alkali to make sulfated surfactants such as Sodium Coco Sulfate (note SLS is not acceptable to organic consumers regardless); Protein fragment (non-petroleum) acylation involving halogenation and subsequent neutralization to make for example Potassium Cocoyl Glutamate; and

(ii) is derived from organic agricultural material if and to the extent that any cleansing or moisturizing agent suitable for inclusion in such product and so derived becomes available in commercially reasonable quantities. (By way of illustration, _____ shall use in such product, in place of XXXXXXXX, and as soon as it becomes commercially available, an alkyl glucoside made by combining organic glucose in the presence of strong acid with coco alcohol, where such coco alcohol itself is made from organic coconut oil and where no petrochemicals are included in the alkyl glucoside but where the organic coconut oil is trans-esterified with

recovered petro-methanol as an intermediate catalyst/reagent not appearing in the final ingredient and then hydrogenated at high pressure). For purposes of this subparagraph, a cleansing or moisturizing agent or ingredient may be considered to be derived from organic agricultural material if and to the extent it is treated as so derived under a volume credit and chain of custody program in a continuous manufacturing operation, which program is (i) administered by a standards agency mutually agreeable to the parties hereto; and (ii) in the mutual judgment of the parties, incorporates the fundamental concepts and principles relating to volume credits for use of certified and uncertified raw materials set forth in the Forest Stewardship Council's FSC-STD-40-005 Standard for Non FSC-Certified Controlled Wood and FSC-STD-30-010 FSC Standard for Forest Management Enterprises for Non-FSC Certified Controlled Wood. By way of example, a program applicable to a continuous operation for the manufacture of fatty alcohol or surfactant shall be deemed to incorporate such fundamental concepts and principles if, under the standards and rules of such program, a given quantity of output of the subject ingredient is deemed to be certified if a defined and verified minimum volume of certified organic material is required to be fed into the process even though such certified organic material is mixed with uncertified conventional material.

(c) No preservative or agent or ingredient used as a preservative shall be included in such product unless such preservative, agent or ingredient complies with Guideline 6 of the Guidelines established by the certification organization known as Bundesverband deutscher Industrie-und Handelsunternehmen (“BDIH”) or produced by an acceptable process under the BDIH as noted in b(i) above, to be superceded by the final issuance of the current draft U.S. “Made with Organic” personal care ANSI standard NSF 305, which has identical allowances, namely: Benzoic Acid (natural source only), Sodium Benzoate (natural source only), Benzyl Alcohol (natural source only), Sorbic Acid, Potassium Sorbate, Salicylic Acid (and salts), Grapefruit Seed Extract (paraben free), Potassium Lactate, Capryloyl Glycine, Glucose & Lactoperoxidase & Glucose Oxidase, Ethanol, Glyceryl Caprate, Glyceryl Caprylate, Glyceryl Laurate, Lauroyl Lysine, Undecylenoyl Glycine, and

- (d) At least seventy percent (70%) of the product consists of either:
- (i), organically produced raw or processed agricultural ingredients meeting the requirements of the National Organic Program of the U.S. Department of Agriculture (“NOP”), where the organic content is measured on the basis of weight or fluid volume, excluding water, salt and water used as an extracting medium for organic botanicals (to the extent to which such extracting water content exceeds the

original volatile/soluble “juice” content of the botanical material, determined by weighing a sample of such material before and after gentle oven drying), and such ingredients in all other respects meet all of the requirements of the NOP for certification as “Organic.”; and/or

(ii) organic content contributed from processed ingredients not meeting the requirements of the NOP but derived from organic material when available in commercially reasonable quantities and not including any petrochemical compounds, as described in section 2(b) above, and in which the organic contribution accurately reflects the organic content of the processed ingredient itself.

(e) Except as provided herein, the word “Organic” does not appear in any other place and is not otherwise displayed on the label in any form or in any combination with any other word or words; provided that, to the extent all the conditions of this section 2, subparagraphs a through d, are met in their entirety, and when a “Made with Organic [up to 3 specified ingredients]” and/or “__% Organic” appears on the label, the word “Organics” may also be displayed on the label in conjunction with the brand name of the product if that word appears at a distance from the primary product descriptor that is equal to at least one quarter of the longest dimension of the label and if the word appears in letters that do not exceed one-half the size of the largest type size or product descriptor type

size, whichever is smaller, on the panel and appears in its entirety in the same type size, style and color without highlighting.

2. On and after September 1, 2008, _____ shall not publish or disseminate any advertisement or other graphic, writing or work in any form, whether written, graphic, audio, audiovisual, electronic or otherwise, within the United States, which depicts, sets forth or uses the word “Organic” to describe or connote, or in connection with, any product certified, sold and/or distributed by _____ within the United States, unless such product complies with all of the terms and conditions of sections 1 or 2 of this Agreement. Without limiting the generality of the foregoing, _____ shall not in marketing, advertising, promotional or point of sale materials (including but not limited to shelf talkers, floor displays and in-store signage), use, publish or display any words or images that associate products meeting the requirements of sections 1 or 2 hereof with products not meeting such requirements or imply that _____ entire product line sold under the _____ brand(s) meets those requirements, if and to the extent that such entire product line does not meet those requirements.

3. _____ agrees to include or certify to include in all its soap, bodywash, lotion and other personal care products intended for use on human skin, which products are sold in the United States, surfactants, emollients and emulsifiers which are derived from organic rather than conventional agricultural material as described in 1(b) hereof, within one hundred fifty (150) days of the date on which any such ingredient becomes generally available in commercially reasonable quantities in the United States, as determined by a mutually agreed certifier of the production of the ingredient. For

purposes of this paragraph 3, an ingredient shall be deemed to be derived from organic agriculture if and to the extent it is treated as so derived under a volume credit and chain of custody program meeting the requirements and terms of section 1(b) hereof.

4. Provided and upon the express condition that _____ performs and observes all of its obligations and covenants hereunder, Dr. Bronner's and OCA release and forever discharge _____ and any and all of _____'s affiliates, and _____'s past and present officers, directors, members, agents and employees (including the successors, heirs and assigns of such officers, shareholders, agents and employees) from any and all claims and demands whatsoever in nature and/or action, causes of action (whether known or unknown), damages, costs, attorneys' fees or costs of litigation, which Dr. Bronner's and/or OCA has or may have against them in law or equity, under federal, California or other state or local law relating to the labeling and advertising of products manufactured, sold and/or distributed by _____ within the United States. However, nothing herein is to be construed as precluding Dr. Bronner's or OCA from initiating a claim to enforce its or their rights under this Agreement.

5. _____ releases and forever discharges OCA and Dr. Bronner's and any and all of their affiliates, past and present officers, directors, members, agents and employees (including the successors, heirs and assigns of such officers, shareholders, agents and employees) from any and all claims and demands whatsoever in nature and/or action, causes of action (whether known or unknown), damages, costs, attorneys' fees or costs of litigation, which _____ has or may have against them in law or equity, under federal, California or other state or local law.. However, nothing herein is to be construed as precluding _____ from initiating a claim to enforce its or their rights under this Agreement.

6. This Agreement constitutes the entire agreement among _____, Dr. Bronner's and OCA and there is no agreement by any person or entity to make any payment, take any action or to do any act or thing other than as expressly stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ALL ONE GOD FAITH, INC.

By: _____

Name: _____

Title: _____

ORGANIC CONSUMERS ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

_____, INC.

By: _____

Name: _____

Title: _____