Amendment to ERF Team One Settlement Agreement

1. On June 24, 2022, Ecological Rights Foundation ("ERF") and Team One Repair, Inc. entered into a Settlement Agreement ("the Agreement"), a copy of which is attached hereto.

2. By this Amendment, Paragraph 1.4 of the Agreement is deleted.

3. By this Amendment, Paragraph 7 of the Agreement is modified to read:

This Settlement Agreement, as modified by the instant Amendment to ERF Team One Settlement 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 and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by the Parties hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

4. By this Amendment, Paragraph 8.2 of the Agreement such that Notice to LAW OFFICES OF BRIAN GAFFNEY, A Professional Corporation shall be sent to:

LAW OFFICES OF BRIAN GAFFNEY, A Professional Corporation
2370 Market Street, Suite 103-318
San Francisco, CA 94114

5. Unless otherwise expressly provided by this Amendment, all other provisions of the Agreement remain in full force and effect.

6. This Amendment may be executed in counterparts and by facsimile or .pdf signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

7. Each signatory to this Agreement certifies that he or she is fully authorized by the party he or she represents to enter into this Agreement, that they have read, understood and agree to all the terms and conditions contained in this Agreement, and are authorized to execute it on behalf of the party represented and legally to bind that party.

AGREED TO:

Date: 12-7-22

By: _____

Art Kohl, CFO
Team One Repair, Inc.

AGREED TO:

Date: 12/14/22

ECOLOGICAL RIGHTS FOUNDATION

Ecological Rights Foundation

BY: James Lamport, EXEC. DIR.

JAMES LAMPORT, EXECUTIVE DIRECTOR

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 This Settlement Agreement ("Agreement" or "Settlement Agreement") is entered into by and between Ecological Rights Foundation ("ERF") and Team One Repair, Inc. ("Third Party") collectively referred to as the "Parties."

1.2 On April 24, 2019 ERF served AMAZON.COM INC. ("Amazon") and various public enforcement agencies with Notice of Violations of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code Sections 25249.5, et seq. ("Proposition 65"), California Proposition 65 Notice No. 2019-00886 ("Notice") alleging that Amazon violated Proposition 65 by failing to give clear and reasonable warnings to those residents of California who use filaments incorporating a styrene monomer which Third Party has manufactured, imported, distributed, marketed, and/or sold. No public enforcer has diligently prosecuted the allegations set forth in the Notice.

1.3 Third Party enters into this Settlement Agreement on behalf of Amazon in regards to the Covered Products, with whom such Third Party has a contract for the Covered Products, defined in Section 1.6 *infra,* which contains indemnity and defense clauses. Third Party is accepting any alleged liability for Amazon.

1.4 On October 15, 2019, ERF filed suit against Amazon in San Francisco Superior Court Case No. CGC-19-580009. Within 14 business days of Third Party's notice to ERF of its full compliance with Sections 2 and 3 of this Agreement, ERF agrees to file a dismissal without prejudice as to Amazon in San Francisco Superior Court Case No. CGC-19-580009.

1.5 ERF alleges that Amazon through Third Party has manufactured, imported, distributed, marketed, and/or sold in the State of California filaments incorporating a styrene monomer, including acrylonitrile-butadiene-styrene (ABS) filaments, polycarbonate ABS (PC-ABS) filaments, and high impact polystyrene (HIPS) filaments. ERF contends that when

California residents use these filaments they are exposed to styrene, a chemical known to the State of California to cause cancer.

1.6 For purposes of this Settlement Agreement, "Covered Products" means the following specific Third Party products: (1) Filament Reel, ZORTRAX, Z-Hips, Yellow, WARP Resistant Plastic, 1.75MM, 800G, OEM for ZORTRAX M200 Model; (2) Filament Reel, ZORTRAX, Z-PCABS, Ivory, Blend of Polycarbonate and ABS Plastic, 1.75MM, 800G, OEM for ZORTRAX M200 Model; (3) Filament Reel, ZORTRAX, Z-ULTRAT Plus, Graphite, for ZORTRAX INVENTURE Ultra Durable, ABS Based Printing Material; (4) Filament Reel, ZORTRAX, Z-ASA PRO, Blue, Weather Resistant Plastic, 1.75MM, 800G - OEM Reel for ZORTRAX Model M200; (5) Filament Reel, ZORTRAX, Z-ASA PRO, Grey, Weather Resistant Plastic, 1.75MM, 2000G - OEM Reel for ZORTRAX Model M300; (6) Filament Reel, ZORTRAX, Z-ASA PRO, RED, Weather Resistant Plastic, 1.75MM, 2000G - OEM Reel for ZORTRAX Model M300; (7) Filament Reel, ZORTRAX, Z-ASA PRO, Yellow, Weather Resistant Plastic, 1.75MM, 2000G - OEM Reel for ZORTRAX Model M300; (8) Filament Reel, ZORTRAX, Z-ASA PRO, Yellow, Weather Resistant Plastic, 1.75MM, 800G - OEM Reel for ZORTRAX Model M200. Without limiting the Covered Products, the Parties note that that when sold on www.amazon.com the Covered Products are identified by the following "ASIN NUMBERS": B0767Q94Q8, B0767P6TR6, B07CHRHTBQ, B0767KQWHW, B0767LNJ79, B0767LPXXY, B0767LSXW2, B0767LY5TX.

1.7 Third Party denies these allegations in the Notice, but enters into this Agreement for the purpose of resolving the claims and avoiding litigation. ERF alleges that Covered Products manufactured, imported, distributed, marketed or sold by Third Party release Styrene into the air. ERF further alleges that people using the Covered Products, and others standing in the same room, inhale styrene in the normal course of use. Pursuant to Health and Safety Code Section 25249.8, Styrene is a chemical known to the State of California to cause cancer. ERF alleges

that Covered Products manufactured, distributed or sold by Third Party for use in California require a warning under Proposition 65, pursuant to Health and Safety Code section 25249.6.

1.8 This Settlement Agreement resolves claims that are denied and disputed. ERF and Third Party enter into this Settlement Agreement pursuant to a full and final settlement of any and all claims for failure to provide Proposition 65 warnings for alleged exposure to styrene from use of the Covered Products. Nothing in this Settlement Agreement shall be construed as an admission by Third Party 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 Third Party of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Third Party. However, this section shall not diminish or otherwise affect the obligations, responsibilities, and duties of any party under this Agreement.

1.9 The term "Effective Date" means the date that this Agreement is fully executed by ERF and Third Party.

2. INJUNCTIVE RELIEF

2.1 Warning Statements for Covered Products

(a) No later than the Effective Date, Third Party shall ensure that all Covered Products manufactured, imported, distributed, marketed or offered for sale in California shall include the following warning statement with the Covered Product as set forth below:

> ⚠ **WARNING:** This Filament - when used in the operation of 3D Printers or 3D Pens - can expose you and others in the same room to styrene, a chemical known to the State of California to cause cancer. www.P65Warnings.ca.gov.
>
> **ALWAYS OPERATE THIS PRODUCT IN A WELL-VENTILATED AREA.**

(b) The Section 2.1(a) warning statement is to be affixed to or printed on the Covered Products and their packaging, and printed in the Covered Products' instruction booklets – if any.

(c) For any Covered Product that is sold by Third Party on the internet to persons

located in California, within 14 days of the Effective Date, Third Party shall include the Section 2.1(a) warning statement on each Covered Product's display page such that it clearly associates the warning with the specific Covered Product being purchased. Further, Third Party will condition any sales of the Covered Products to the Releasees, as defined *infra,* on the agreement by the Releasees to provide such online warning statement on each Covered Product's display page such that it clearly associates the warning with the specific Covered Product being purchased.

(d) The warning statement shall be displayed with such conspicuousness, as compared with other words, statements, designs, or devices as to render them likely to be read and understood by an ordinary individual under customary conditions of purchase or use. The type size of the warning must be legible, and no smaller than any other warning provided with the Covered Products, and in no case less than twelve (12) point on the Covered Products, their packaging and in any printed instruction booklets. The words "WARNING" and "ALWAYS USE THIS PRODUCT IN A WELL-VENTILATED AREA" shall be in upper case letters and bold as in Section 2.1(a) above. The warning symbol to the left of the word "WARNING" must be a black exclamation point in a yellow equilateral triangle with a black outline, except that if the sign, label, or booklet for the Products does not use the color yellow, the symbol may be in black and white.

2.2. Notice to Downstream Releasees

No later than 14 days following the Effective Date, Third Party shall provide notice by mail on its letterhead to all its distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees of the Covered Products during the past three years ("Downstream Third Party Releasees") as follows:

This letter is sent as a **notice and warning** that your California sales inventory may include the following Covered Products which may expose users to styrene, a chemical known to the State of California to cause cancer:

(1) Filament Reel, ZORTRAX, Z-Hips, Yellow, WARP Resistant Plastic, 1.75MM, 800G, OEM for ZORTRAX M200 Model;
(2) Filament Reel, ZORTRAX, Z-PCABS, Ivory, Blend of Polycarbonate and ABS Plastic, 1.75MM, 800G, OEM for ZORTRAX M200 Model;
(3) Filament Reel, ZORTRAX, Z-ULTRAT Plus, Graphite, for ZORTRAX INVENTURE Ultra Durable, ABS Based Printing Material;
(4) Filament Reel, ZORTRAX, Z-ASA PRO, Blue, Weather Resistant Plastic, 1.75MM, 800G - OEM Reel for ZORTRAX Model M200;
(5) Filament Reel, ZORTRAX, Z-ASA PRO, Grey, Weather Resistant Plastic, 1.75MM, 2000G - OEM Reel for ZORTRAX Model M300;
(6) Filament Reel, ZORTRAX, Z-ASA PRO, RED, Weather Resistant Plastic, 1.75MM, 2000G - OEM Reel for ZORTRAX Model M300;
(7) Filament Reel, ZORTRAX, Z-ASA PRO, Yellow, Weather Resistant Plastic, 1.75MM, 2000G - OEM Reel for ZORTRAX Model M300;
(8) Filament Reel, ZORTRAX, Z-ASA PRO, Yellow, Weather Resistant Plastic, 1.75MM, 800G - OEM Reel for ZORTRAX Model M200.

The notice provided by Third Party pursuant to this section shall also instruct the Downstream Third Party Releasees that they must attach stick-on labels to the front of Covered Products in the inventory of the Downstream Third Party Releasees. The stick-on labels provided by Third Party shall comply with Section 2.1 above. Third Party shall provide such stick-on labels in sufficient quantity and for sufficient duration to meet the inventory needs of each Downstream Third Party Releasee.

3. REIMBURSEMENT OF FEES AND COSTS

3.1 Attorneys' Fees and Litigation Costs

Pursuant to Health and Safety Code section 25249.7(b)(2), Third Party shall reimburse ERF's counsel for $7,500 in ERF's fees and costs incurred as a result of investigating and bringing this matter to Third Party's attention, and negotiating a settlement in the public interest. The payment shall be made payable to Brian Gaffney Attorney Client Trust Account and sent no later than fourteen (14) days after the Effective Date via USPS certified mail, return receipt requested, to the following address:

LAW OFFICES OF BRIAN GAFFNEY, A Professional Corporation
446 Old County Road, Suite 100-310
Pacifica, California 94044

3.2 Civil Penalties and Payments In Lieu of Penalties

Pursuant to Health and Safety Code section 25249.7(b)(2), Third Party shall pay $500 in civil penalties. The penalty payment will be allocated in accordance with California Health and Safety Code section 25249.12(c)(1) & (d), with 75% of the penalty amount remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty amount paid to Ecological Rights Foundation. Third Party will provide these payments in two checks for the following amounts made payable to: 1) "OEHHA" in the amount of $375.00 and 2) "Ecological Rights Foundation" in the amount of $125.00. The payments to OEHHA and Ecological Rights Foundation shall be sent no later than fourteen (14) days after the Effective Date. All payments shall be sent via USPS certified mail, return receipt requested, to the following addresses: The payment to Ecological Rights Foundation shall be delivered to:

LAW OFFICES OF BRIAN GAFFNEY, A Professional Corporation
446 Old County Road, Suite 100-310
Pacifica, California 94044

The payment to OEHHA shall be delivered to:

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

4. RELEASE OF ALL CLAIMS

4.1 Release of Third Party

ERF acting on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors and/or assignees (all of whom, collectively, are defined as the "ERF Releasors"), releases Third Party, Amazon, and each of their parents, subsidiaries, assigns, predecessors, successors, affiliated entities, members, marketplaces, directors, officers,

agents, employees, insurers, and attorneys, each entity to whom Third Party directly or indirectly distributes or sells the Covered Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, all other downstream entities in the distribution chain , and the predecessors, successors, affiliates, and assigns of any of the foregoing in this paragraph (collectively, the "Releasees"), from all claims raised in the Notice through the Effective Date based on alleged failure to provide Proposition 65 warnings for alleged exposures to styrene from use of the Covered Products. This settlement is a full, final, and binding resolution of all claims that were asserted in the Notice alleging failure to provide Proposition 65 warnings in connection with alleged exposures to styrene from use of the Covered Products.

In further consideration of the promises and agreements herein contained, and for the payment to be made pursuant to Section 3, above, the ERF Releasors, acting on behalf of themselves alone and not in the public interest, provide a 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 against Third Party or any of the Releasees of any nature, character, or kind, limited to and arising out claims that were asserted based on the Notice for failure to provide Proposition 65 warnings for the alleged exposure to styrene from use of the Covered Products.

4.2 Third Party's Release of ERF and ERF Releasors

Third Party, on behalf of itself, and its Releasees hereby waives any and all claims against ERF and the ERF Releasors, for any and all actions taken or statements made by ERF and/or the ERF Releasors, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65, against Third Party in this matter with respect to the Covered Products.

4.3 California Civil Code Section 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 Covered Products will develop or be discovered. ERF on behalf of itself only, on one hand, and Third Party, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims in the Notice and relating to the Covered Products up through the Effective Date, including all rights of action therefor. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 above may include unknown claims, and nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 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.

ERF and Third Party each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

4.4 Deemed Compliance with Proposition 65. The Parties agree that compliance by Third Party with this Agreement constitutes compliance with Proposition 65 with respect to exposure to styrene from use of the Covered Products.

5. SEVERABILITY

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

6. GOVERNING LAW

The terms of this Agreement shall be governed by the law 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 Covered Products, or in the event there is a Safe Use Determination or other demonstrated or recognized exemption to/from the

Proposition 65 warning requirements for styrene as to the Covered Products, and Third Party ceases to provide a Proposition 65 warning statement or equivalent on a Covered Product as a result of any such event, Third Party shall provide written notice to ERF of any asserted change in the law or their warning obligation, and shall have no further obligations pursuant to this Agreement with respect to, and to the extent that, a Covered Product is so affected.

7. AGREEMENT

This Settlement 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 and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by the Parties hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

8. NOTICES

8.1 Notice of Alleged Violation of this Agreement

In the event that a dispute arises with respect to any of the provisions of this Agreement, the Parties shall meet and confer within 14 days after either Party receives written notice of an alleged violation of this Agreement.

8.2 Notices Provided Pursuant to this Agreement

Unless specified herein, all correspondence and notices required to be provided pursuant to this Agreement shall be in writing and personally delivered or sent by: (i) USPS Priority Mail; or (ii) overnight or two-day courier, and (iii) via email on any party by the other party to the following addresses:

For Third Party:

Art Kohl
Team One Repair, Inc.
art@teamonerepair.com

With a copy to:
Elkhalil Law, P.C.
1950 N Park Place, Suite 550
Atlanta, Georgia 30339
Hassan@Elkhalillaw.com

For Ecological Rights Foundation:

Fredric Evenson
Ecology Law Center
P.O. Box 1000
Santa Cruz, CA 95061
evenson@ecologylaw.com

With a copy to:

LAW OFFICES OF BRIAN GAFFNEY, A Professional Corporation
446 Old County Road, Suite 100-310
Pacifica, California 94044
brian@gaffneylegal.com

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

9. COUNTERPARTS: SIGNATURES

This Agreement may be executed in counterparts and by facsimile or .pdf signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

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

ERF agrees to comply with the reporting requirements referenced in Health & Safety Code section 25249.7(f).

11. MODIFICATION

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

12. COURT JURISDICTION

This Agreement is enforceable and binding, and may be enforced by a court proceeding or by any other procedure permitted by law. The terms and conditions of this Agreement are admissible and subject to disclosure for purposes of enforcing this Agreement pursuant to Code of Civil Procedure section 664.6 or any other proceeding permitted by law. The terms of this paragraph prevail over any contrary provisions in this Agreement.

13. AUTHORIZATION

Each signatory to this Agreement certifies that he or she is fully authorized by the party he or she represents to enter into this Agreement, that they have read, understood and agree to all the terms and conditions contained in this Agreement, and are authorized to execute it on behalf of the party represented and legally to bind that party.

AGREED TO:

Date: 6-23-22

By: _____

Art Kohl, CFO
Team One Repair, Inc.

AGREED TO:

Date: 6/24/2022

By: _____

James Lamport, Executive Director
Ecological Rights Foundation