

AMENDMENT TO SETTLEMENT AGREEMENT

WHEREAS, Michael DiPirro (referred to herein as “DiPirro”) represented by his attorneys, Law Office of David R. Bush and Jeremy Fietz, Attorney-at-Law, on the one hand; and Technifibre USA, Inc. (referred to herein as “Noticed Party”) represented by its attorneys, ArentFox Shiff LLP, on the other hand, entered into a Settlement Agreement with an effective date of November 13, 2024 (the “Settlement Agreement”), a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, DiPirro notified the California Attorney General’s office of the Settlement Agreement and by and through his attorneys, Law Office of David R. Bush and Jeremy Fietz, Attorney -at-Law, represents that the California Attorney General’s office has requested certain modifications to Section 2.1 of the Settlement Agreement; and

WHEREAS, DiPirro and the Noticed Party (the “Parties”) desire to amend the Settlement Agreement and do hereby amend the Settlement Agreement by and through this Amendment to Settlement Agreement (“Amendment”) to reflect the modifications to Section 2.1 that the California Attorney General’s office has requested;

NOW THEREFORE, the Parties agree via this Amendment to amend and modify the Settlement Agreement to reflect the modifications to Section 2.1 that the California Attorney General’s office has requested, as follows:

- A. Section 2.1 of the Settlement Agreement shall be of no further force and effect and shall be and hereby is replaced with the following:

2.1 Product Warnings. Commencing within ninety (90) days of the Effective Date for any of the Noticed Party’s Products that contain a detectible amount (defined as containing more than 0.1 percent (1,000 parts per million) of the Listed Chemical and which Noticed Party will determine through its own independent testing using a laboratory accredited by the State of California and are shipped to any California resident consumer, or any agent, distributor, or affiliated company working on behalf of Noticed

AMENDMENT TO SETTLEMENT AGREEMENT

WHEREAS, Michael DiPirro (referred to herein as “DiPirro”) represented by his attorneys, Law Office of David R. Bush and Jeremy Fietz, Attorney-at-Law, on the one hand; and Technifibre USA, Inc. (referred to herein as “Noticed Party”) represented by its attorneys, ArentFox Shiff LLP, on the other hand, entered into a Settlement Agreement with an effective date of November 13, 2024 (the “Settlement Agreement”), a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, DiPirro notified the California Attorney General’s office of the Settlement Agreement and by and through his attorneys, Law Office of David R. Bush and Jeremy Fietz, Attorney -at-Law, represents that the California Attorney General’s office has requested certain modifications to Section 2.1 of the Settlement Agreement; and

WHEREAS, DiPirro and the Noticed Party (the “Parties”) desire to amend the Settlement Agreement and do hereby amend the Settlement Agreement by and through this Amendment to Settlement Agreement (“Amendment”) to reflect the modifications to Section 2.1 that the California Attorney General’s office has requested;

NOW THEREFORE, the Parties agree via this Amendment to amend and modify the Settlement Agreement to reflect the modifications to Section 2.1 that the California Attorney General’s office has requested, as follows:

- A. Section 2.1 of the Settlement Agreement shall be of no further force and effect and shall be and hereby is replaced with the following:

2.1 Product Warnings. Commencing within ninety (90) days of the Effective Date for any of the Noticed Party’s Products that contain a detectible amount (defined as containing more than 0.1 percent (1,000 parts per million) of the Listed Chemical and which Noticed Party will determine through its own independent testing using a laboratory accredited by the State of California and are shipped to any California resident consumer, or any agent, distributor, or affiliated company working on behalf of Noticed

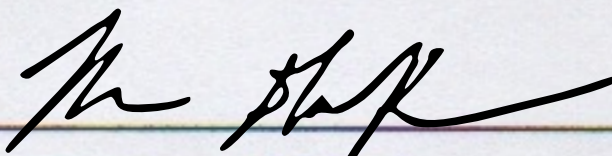
Party, for potential sale to California consumers, Noticed Party shall provide a clear and reasonable warning on the label of each Product as set forth in Section 2.3. Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. Each warning shall be provided in a manner such that the consumer or user understands to which specific Product the warning applies, so as to minimize the risk of consumer confusion.

- B. Except as hereby specifically amended and modified in this Amendment, the Settlement Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date the final requisite signature is applied to this Amendment.

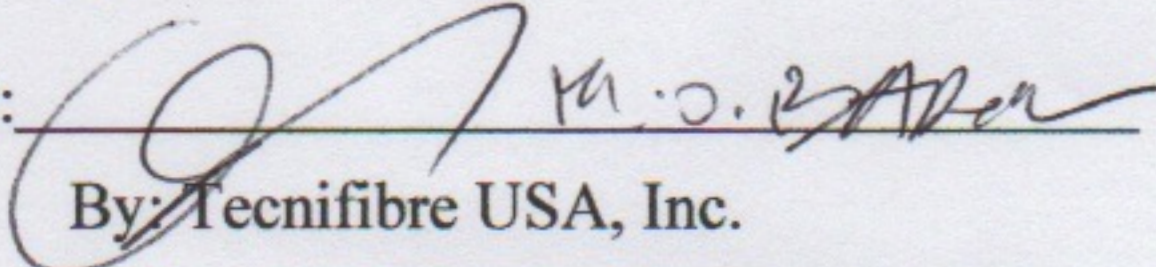
AGREED TO:

Date: ^{DECEMBER 3} Nov. _____, 2024

By: 
Michael DiPirro

AGREED TO:

Date: ^{December 3rd} November ____, 2024

By: 
By: Tecnifibre USA, Inc.
Name: MARCO BASSO
Title: CEO North America