

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. Initiative for Safer Cosmetics and BYObeauty, Inc.

This Settlement Agreement is entered into by and between Initiative for Safer Cosmetics ("IFSC"), on the one hand, and BYObeauty, Inc. ("BYObeauty"), on the other hand, with IFSC and BYObeauty collectively referred to as the "Parties."

1.2. General Allegations

IFSC alleges that BYObeauty manufactured and distributed and offered for sale in the State of California "Go To Glossy Balm (1987)" containing Diethanolamine (DEA), and that such sales 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"). California has identified and listed Diethanolamine under Proposition 65 as a chemical known to the State of California to cause cancer.

1.3. Product Description

The product that is covered by this Settlement Agreement is defined as and limited to Go To Glossy Balm 1987 that BYObeauty has manufactured, imported, sold, offered for sale or distributed in California. All such items shall be referred to herein as the "Product."

1.4. Notice of Violation

On 07/25/2024, IFSC served BYObeauty, Inc. 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 BYObeauty and such public enforcers with notice that BYObeauty was allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Product exposed users in California to Diethanolamine. 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 BYObeauty's compliance with Proposition 65. BYObeauty denies the material factual and legal allegations contained in IFSC's Notice and maintains that all products that it has manufactured for sale and distribution in California,

including the Product, 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 BYObeauty 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 BYObeauty of any fact, binding, conclusion, issue of law, or violation of law, such being specifically denied by BYObeauty on its behalf. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of BYObeauty 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.

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

As of the Effective Date, and continuing thereafter, Product that BYObeauty directly manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a) reformulated Product pursuant to § 2.1, below; or (b) labeled with a clear and reasonable exposure warning pursuant to §§ 2.2 and 2.3, below. For purposes of this Settlement Agreement, a "DEA Free Reformulated Product" is a Product that is in compliance with the standard set forth in § 2.1, below. The warning requirements set forth in §§ 2.2 and 2.3 shall not apply to any DEA Free Reformulated Product or to any Product manufactured prior to the Effective Date including Exempt Product as set forth in Section 2.2.

2.1. DEA Free Reformulation Standards

To qualify as a "DEA Free Reformulated Product," the Product must meet the following standard: DEA content that is either not detectable or below the Reporting Limit (defined herein) when the Product is analyzed pursuant to liquid chromatography/tandem mass spectrometry (LC-MS/MS), inductively coupled mass spectroscopy (ICP-MS) or other method of analysis utilized by the International Organization of Standardization (ISO) for qualitative or quantitative screening of cosmetics and cosmetic raw materials.

2.1.1 Reporting Limit

The "Reporting Limit" is 0.10 ppm in a sample of a Product tested by an accredited testing laboratory employing LC-MS/MS, ICP-MS or other reliable method of analysis utilized by the ISO for qualitative and quantitative screening of cosmetics and cosmetic raw materials.



2.2. Warning Option

Products that does 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 is manufactured, distributed, marketed, imported, sold, shipped for sale or offered for sale to consumers by BYObeauty in the State of California. No Proposition 65 warning shall be required for any Product that is supplied or contracted to be supplied to third parties by BYObeauty prior to 6 months after the Effective Date, and all such Product is hereby deemed to be exempt from Proposition 65 enforcement (the “Exempt Product”).

2.3. Warning Language

(a) Where required to meet the criteria set forth in Section 2.2, BYObeauty shall display one of the following warning statements on the packaging label of the Product that does not meet the warning exemption standard set forth in Section 2.1 above:

- (1)  **WARNING:** This product can expose you to chemicals including Diethanolamine, which is [are] known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov
- (2)  **WARNING:** Cancer - www.P65Warnings.ca.gov

BYObeauty may use “cancer and” in the warning at its option. BYObeauty may include the names of additional chemicals in the warning if they are present in the Product at a level that BYObeauty reasonably believes would require a Proposition 65 warning.

(b) The requirements for warnings, set forth in subsection (a) above, are imposed pursuant to the terms of this Settlement Agreement. The Parties recognize that these are not the exclusive methods of providing a warning under Proposition 65 and its implementing regulations. BYObeauty shall be deemed to be in compliance with the warning requirements of this Settlement Agreement by either adhering to this Section 2.3 or by complying with the Proposition 65 warning requirements adopted by the State of California Office of Environmental Health Hazard Assessment (“OEHHA”) as of or after the Effective Date except that no warning will be required for any Exempt Product.

(c) If Proposition 65 warnings for Diethanolamine should no longer be required, BYObeauty shall have no further obligations pursuant to this Settlement Agreement.

(d) INTERNET - Product that is sold by BYObeauty, Inc. on the Internet to persons located in California shall also provide the warning message by a clearly marked hyperlink on the product display page, or otherwise prominently displayed to the purchaser before the purchaser completes his or her purchase of the Product, except that no warning will be required for any Exempt Product.

(e) FOREIGN LANGUAGE - If the Product has consumer information in a foreign language, then the package for any non-Exempt Product must also contain the WARNING in the foreign language.

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE SECTION 25249.7(b)

In full satisfaction of all potential civil penalties and attorney's fees, costs and any other expenses incurred by IFSC or its counsel. BYObeauty shall pay the total Settlement amount of Sixteen Thousand Dollars (\$16,000) (The "Settlement Amount") as set forth below.

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

One Thousand Dollars of the Settlement Amount shall be considered a "civil penalty" pursuant to California Health and Safety Code. BYObeauty shall issue two separate checks within ten (10) days of the Effective Date for a total amount of One Thousand Dollars (\$1,000) 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 Seven Hundred Fifty Dollars (\$750), representing 75% of the total civil penalty; and

3.1 (b) One check payable to "Initiative for Safer Cosmetics" in the amount of Two Hundred Fifty Dollars (\$250), representing 25% of the total civil penalty.

3.2 Attorney's Fees and Costs:

Fifteen Thousand Dollars (\$15,000) of the total Settlement Amount shall be paid to Cliffwood Law Firm, PC within ten (10) days of the Effective Date, as IFSC's attorneys, for reasonable investigation fees, and costs, attorney's fees, and any other cost incurred as a result of investigating and bringing this matter to BYObeauty's attention.

4. PAYMENT PROCEDURES

4.1 All Payments owed to OEHHA, pursuant to section 3.1(a) shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties NOV #2024-03155") 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 IFSC, pursuant to Section 3.1(b) shall be delivered to:

IFSC
% Cliffwood Law Firm, PC
Attn: Elham Shabatian
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
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

4.4 PROOF OF PAYMENT

A copy of each check payable to OEHHHA, 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 OEHHHA.

5. RELEASE OF ALL CLAIMS

5.1. Release of BYObeauty, 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, IFSC, on behalf of itself and its respective owners, principals, shareholders, officers, directors, employees, parents, subsidiaries its past and current agents, representatives, attorneys, insurers, successors and/or assignees (collectively, "Releasers"), 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 Product, 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) BYObeauty (b) each of BYObeauty's downstream distributors in the stream of commerce and any other upstream or downstream entities in the distribution chain for the Product, including, but not limited to, distributors, manufacturers, wholesalers, vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, third-party re-sellers, and users, (c) BYObeauty's 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"). IFSC 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 BYObeauty and the Releasees.

5.2 BYObeauty's Release of IFSC

BYObeauty, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against IFSC, its attorneys and other

representatives, for any and all actions taken or statements made (or those that could have been taken or made) by IFSC 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 Product.

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 Product will develop or be discovered. IFSC on behalf of itself only, on one hand, and BYObeauty, on the other hand, acknowledge that this 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.

IFSC and BYObeauty 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 Product, then BYObeauty 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 BYObeauty, Inc.:

Ari N. Rothman, Esq.
Venable LLP
2049 Century Park East, Suite 2300
Los Angeles, CA 90067

For Initiative for Safer Cosmetics:

Elham Shabatian Esq.
Cliffwood Law Firm, PC
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

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; FACSIMILE/E-SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or 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 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: 6/27/2025

DocuSigned by:

191E3FD572EB4AF...
Name: Jeffrey Lee
Title: Chief Executive Officer
BYObeauty, Inc.

Date: 7/1/2025


Name:
Title:
Initiative for Safer Cosmetics