

PROPOSITION 65 SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties

This Settlement Agreement (“Agreement”) is entered into by and between Keep America Safe and Beautiful (“KASB”) and Videndum Media Solutions US, LLC dba Savage Universal Corp. (“Videndum”), with KASB and Videndum each, individually, referred to as a “Party” and, collectively, the “Parties.” KASB is a California-based nonprofit organization proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d). Through its mission, KASB alleges that it seeks to ensure chemicals known to the State of California to cause cancer and/or birth defects or other reproductive harm are disclosed to California consumers or eliminated from consumer products sold in or into California. Videndum is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Description

KASB alleges Videndum manufactures, imports, sells, and distributes for sale in California, vinyl sheets containing di(2-ethylhexyl) phthalate (“DEHP”), including, but not limited to, the *Photo Gray Vinyl V70-0507 5 X 7 UPC: 731409026277*. KASB further alleges Videndum does so and/or has done so without providing the health hazard warning KASB alleges is required by California Health & Safety Code § 25249.5 *et seq.* (“Proposition 65”). All such vinyl sheets are referred to hereinafter as the “Products.” DEHP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth defects and other reproductive harm.

1.3 Notice of Violation

On July 3, 2025, KASB served Videndum, the Office of the California Attorney General (“OAG”), and all other requisite public enforcement agencies with a 60-Day Notice of Violation (“Notice”). In the Notice, KASB alleges Videndum violated Proposition 65 by failing to warn its customers and consumers in California the Products can expose users to DEHP. No public

enforcer has commenced and is diligently prosecuting an action to enforce the violations alleged in the Notice.

1.4 No Admission

Videndum enters into this Settlement Agreement as a full and final settlement of all claims that were raised or that could have been raised in the Notice, and any other claim by Plaintiff concerning alleged DEHP in the Products, and solely to avoid prolonged and costly litigation. Videndum denies the factual and legal allegations contained in the Notice and maintains all Products it sells or has sold or distributed for sale in California comply with all laws. Neither any term of this Agreement nor Videndum's agreement to comply with its terms shall constitute or be deemed or construed as an admission by Videndum of any fact, finding, conclusion, legal issue, or violation of law. This section shall not, however, diminish or otherwise affect Videndum's obligations, responsibilities, and duties under this Agreement.

1.5 Effective Date

For purposes of this Agreement, "Effective Date" shall mean the date this Agreement is fully executed by all Parties.

1.6 Compliance Date

For purposes of this Settlement Agreement, the term "Compliance Date" means the date 30 days after the Effective Date

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

2.1 Commitment to Reformulate or Provide Warnings

2.2 Commencing on the Compliance Date and continuing thereafter, all Products Videndum manufactures, imports, or distributes for sale or resale in or into California, directly or indirectly through any downstream customer or other entity in its chain of distribution, shall meet the Reformulation Standard for Reformulated Products defined by Section 2.2, below, or comply with the clear and reasonable warning requirements of Section 2.3, below. The Parties agree and intend that Videndum's compliance with the terms of this Settlement Agreement

shall constitute compliance with Proposition 65 with respect to actual or alleged exposures to DEHP from the Products. Reformulation Standard

For purposes of this Agreement, “Reformulated Products” are defined as Products containing di(2-ethylhexyl) phthalate (“DEHP”) in a maximum concentration of 0.1 percent (1,000 parts per million) by a laboratory certified or accredited by the State of California, the United States Food and Drug Administration/Environmental Protection Agency, the National Environmental Laboratory Accreditation Program, or a member accreditation body of the International Laboratory Accreditation Cooperation (ILAC). For purposes of compliance with this reformulation standard, testing samples shall be prepared and extracted using Consumer Product Safety Commission (“CPSC”) methodology CPSCCH-C1001.09.3 and analyzed when analyzed pursuant to U.S. Environmental Protection Agency methodology 8270D, or equivalent methodologies utilized by state or federal governmental agencies to determine phthalate content in a solid substance. Reformulated Products do not require a Proposition 65 warning for DEHP pursuant to Section 2.3 below.

2.3 Clear and Reasonable Consumer Warnings

Commencing on the Compliance Date and continuing thereafter, for all Products that are not Reformulated Products as defined by Section 2.2, above, Videndum shall provide clear and reasonable warnings in accordance with this Section and pursuant to Title 27 California Code of Regulations § 25600, et seq., as amended from time to time. Each warning shall be prominently placed with such conspicuousness when 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 and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies.

(a) Long-Form Warning. The Long-Form Warning shall consist of the following statement:

⚠️ WARNING: This product can expose you to chemicals including di(2-ethyhexyl) phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

(b) **Short-Form Warnings.** Videndum may, but is not required to, use the following Short-Form warnings (“Short-Form Warning”), subject to the additional requirements in Sections 2.4 and 2.5, below, as follows:

⚠️ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Risk of cancer and reproductive harm from exposure to di(2-ethyhexyl) phthalate (DEHP). See www.P65Warnings.ca.gov.

- Or -

⚠️ WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Can expose you to di(2-ethyhexyl) phthalate (DEHP), a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.

- Or -

The following Short-Form Warning statement may be used on Products other than Reformulated Products manufactured and labeled prior to January 1, 2028:

⚠️ WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov

(c) **Foreign Language Requirement.** Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in language(s) other than English, the warning must also be provided in such other language(s) in addition to English.

2.4 On-Product Warnings

Commencing on the Compliance Date and continuing thereafter, for all Products sold and/or offered for sale in California that do not meet the definition of “Reformulated Products” established by Section 2.2, above. Videndum shall affix a warning to the Product Label or otherwise directly on Products provided for sale to California consumers and to customers with retail outlets in California or nationwide distribution. For purposes of this Agreement, “Product Label” means any display of written, printed or graphic material printed on or affixed to a

Product or its immediate container or packaging. A warning provided pursuant to section 2.3(a) or (b) must print the word “**WARNING:**” in all capital letters and in bold font. 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 if the labeling does not use yellow, the symbol may be in black and white. The entire warning shall appear in at least 6-point type and no smaller than the largest type size used for other consumer information on the Products.

2.5 Internet Warnings

If, after the Compliance Date, Videndum sells Products other than Reformulated Products via the internet, either directly, or indirectly through downstream customers Videndum knows or reasonably should know sell Products in or into California online via the internet, Videndum shall provide warnings for each Product both on the Product label in accordance with Section 2.4, above, and by prominently displaying, or requiring the warning to be prominently displayed to the consumer during the purchase of the Product without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to the warning using the word “**WARNING**” given in conjunction with the sale of Products via the internet shall appear (a) on the same web page on which the Products are displayed; (b) via a clearly marked hyperlink using the word “**WARNING**” or the words “**CA WARNING**” or “**CALIFORNIA WARNING**” on the product display page that links to the warning; or (c) an otherwise prominently displayed warning provided to the purchaser prior to completing the purchase (which does not include a warning in the general content section of the website). For third-party websites where Videndum knows or reasonably should know the Products will be sold, Videndum shall notify such sellers the Products must be accompanied by a warning, prior to and as a condition of sale, in or into California, and shall supply the warning requirements to such customers, pursuant to this Section 2.5

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3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Videndum and in settlement of all claims for monetary relief of any kind related to the claims alleged in the Notices or referred to in the Settlement Agreement (except for Plaintiff's attorney's fees and expenses as set forth in Section 3.2 below) agrees to pay a civil penalty of \$2,000 within five (5) business days of the Effective Date. Videndum's civil penalty payment will be allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining twenty-five percent (25%) retained by KASB. Videndum shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of \$1,500; and (b) "Seven Hills LLP in Trust for KASB" in the amount of \$500. KASB's counsel shall deliver to OEHHA and KASB their respective portion of the penalty payment.

3.2 Reimbursement of Attorneys' Fees and Costs

The Parties reached an accord on the compensation due to KEHA and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles Videndum shall reimburse KASB's counsel the total amount of \$18,500 for all attorneys' fees and expenses, including but not limited to, all fees and expenses incurred in investigation, testing, consulting with experts, bringing the matter to the attention of Videndum, negotiating this settlement in the public interest, and reporting the same to the OAG ("Attorneys' Fees"). Within five (5) business days of the Effective Date, Videndum agrees to issue a check in the amount of \$18,500 payable to "Seven Hills LLP" for all Attorneys' Fees incurred.

3.3 Payments

All payments made by Videndum pursuant to this Agreement, i.e., Sections 3.1 and 3.2, above, shall be delivered to KASB's counsel at following address:

Seven Hills LLP
Attn: Laralei Paras
1 Embarcadero Center, Suite 1200

San Francisco, CA 94111

3.4. Tax Documentation

Videndum agrees to provide a completed IRS 1099 for its payments to, and KASB agrees to provide IRS W-9 forms for, each of the payees under this Settlement Agreement. The Parties acknowledge that Videndum cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after Videndum receives the requisite W-9 forms from KASB's counsel.

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Release of VIDENDUM

This Agreement is a full, final and binding resolution between KASB in its capacity as an individual nonprofit corporation and not on behalf of the public, on the one hand, and Videndum, on the other hand, of all claims for violations of Proposition 65 that was or could have been asserted by KASB on its own behalf or on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, against Videndum, its subsidiaries, affiliated entities, members, directors, officers, employees, attorneys, and each entity to whom Videndum directly or indirectly distributes or sells Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers, internet resellers, franchisees, cooperative members, and licensees, including but not limited to B&H Foto (collectively, "Releasees"), based on any failure to warn about alleged or actual exposures to DEHP in Products manufactured, packaged, labeled, distributed, sold and/or offered for sale by Videndum and Releasees in California before the Compliance Date.

In further consideration of the promises and agreements herein contained, KASB in its individual capacity as an individual nonprofit corporation and *not* on behalf of the public in California releases Videndum and Releasees on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims KASB may have, including, without limitation, all actions and causes of action in law or in

equity, all suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses including, but not exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to DEHP in Products manufactured, distributed, sold and/or offered for sale by Videndum and Releasees, before the Compliance Date.

The Parties further understand and agree that this Section 4.1 release shall not extend (a) upstream to any entity or individual who manufactured the Products or any component parts thereof, or any entity or individual who sold the Products or any component parts thereof to Videndum. Nor shall this Release extend downstream to any individual or entity instructed by Videndum pursuant to Section 2. to provide a warning for non-Reformulated Products sold online and who fails to do so. Nothing in this Section affects KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Videndum's Products.

4.2 Videndum's Release of KASB

Videndum, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other representatives, for any and all actions taken or statements made by KASB and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

4.2 Mutual Waiver of California Civil Code § 1542

KASB on its own behalf as a nonprofit corporation, and *not* in the public interest, on the one hand, and Videndum, on the other hand, each acknowledge that the claims in this Consent Judgment include all known and unknown claims pertaining to the failure to warn of exposures to Lead in Products sold in California before the Effective Date, except as provided in Section 4.1, above, and each waives the provisions of California Civil Code section 1542 as to any unknown claims pertaining to the failure to warn of exposures to DEHP in Products sold in California that may have existed prior to and including the Compliance Date. 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.

The Parties acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542 and agree to waive the same as well as any statute of similar import or meaning of any other jurisdiction.

4.5 Deemed Compliance With Proposition 65

The Parties agree that compliance by Videndum with this Settlement Agreement constitutes compliance with Proposition 65 with respect to any actual or alleged exposure to DEHP from use of the Products.

4.6 Public Benefit

It is the Parties' understanding that the commitments Videndum has agreed to herein, and actions to be taken by Videndum under this Settlement Agreement, confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of the Parties that to the extent any other private party serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to Videndum's alleged failure to provide a warning concerning actual or alleged exposure to DEHP prior to use of the Covered Products it has manufactured, imported, distributed, sold, or offered for sale in California, or will manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to those Products addressed in this Settlement Agreement, provided that Videndum is in material compliance with the terms of this Settlement Agreement.

5. SEVERABILITY

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

6. ENFORCEMENT

Before any Party may take action to enforce the terms of this Settlement Agreement for alleged breach, that Party must give the other Party written notice and a good faith opportunity to respond and cure the alleged violation. The Parties must thereafter meet and confer for a period of no less than 30 days to try to resolve any alleged violation. KASB shall not bring an enforcement action or institute a judicial proceeding or seek any other relief of any kind if Videndum demonstrates that it has complied with the requirements of Sections 2 and 3. In the event that meet-and-confer efforts are unsuccessful, the Party alleging a violation may initiate a judicial proceeding to enforce this Settlement Agreement no earlier than 30 days after issuing the written notice specified herein.

7. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. Nothing in this Agreement shall be interpreted to relieve Videndum from its obligation to comply with any pertinent state or federal law or regulation.

8. NOTICE

Unless specified herein, all correspondence and notice required by this Agreement shall be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or (ii) a recognized overnight courier to any Party by the other at the following addresses:

For Videndum:

Stephanie Edgar, COO
Videndum Media Solutions US, LLC dba Savage
Universal Corp. 2050 South Stearman Drive
Chandler, AZ 85286

For KASB:

Laralei Paras, Esq.
Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

With a copy to:

Albert M. Cohen, Esq.
Loeb & Loeb LLP
10100 Santa Monica Blvd., Suite 2200
Los Angeles, CA 90067

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

9. JOINT PREPARATION

The Parties have jointly participated in the preparation of this Settlement Agreement and this Settlement Agreement is the result of the joint efforts of the Parties. Accordingly, any uncertainty or ambiguity existing in this Settlement Agreement shall not be interpreted against any Party as a result of the manner of the preparation of this Settlement Agreement. Each Party to this Settlement Agreement agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Settlement Agreement and, in this regard, the Parties hereby waive California Civil Code §1654.

10. COUNTERPARTS AND ELECTRONIC SIGNATURES

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

11. COMPLIANCE WITH REPORTING REQUIREMENTS

KASB and its counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

12. ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the subject matter hereof. Any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged. No warranty, representation, or other agreement between the Parties except as expressly set forth herein exists or shall be deemed to exist. No prior communications or representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement have been made by any Party hereto. No agreement not specifically contained herein shall be deemed to exist or to bind either of the Parties.

13. MODIFICATION

This Agreement may be modified only by a written agreement of the Parties. In the event the Parties seek to modify this Agreement KASB and its counsel agree to report the modified agreement, if any, to the OAG within five days of the date it is fully executed consistent with Plaintiff's obligations pursuant to Section 11, above.

14. AUTHORIZATION

The undersigned are authorized to execute this Agreement on behalf of their respective Parties and have read, understood, and agreed to all of the terms and conditions of this Agreement.

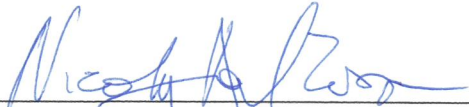
AGREED TO:

Date: 7/3/2026

By: 
Lance Nguyen, CEO
KEEP AMERICA SAFE AND
BEAUTIFUL

AGREED TO:

Date: 30/06/2026

By: 
Nicola Dal Toso
VIDENDUM MEDIA SOLUTIONS US,
LLC DBA SAVAGE UNIVERSAL
CORP.