

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) between Environmental Research Center, Inc. (“ERC”) and Transformation Protein, LLC (“Transformation Protein”) is effective on the date on which it is fully executed (“Effective Date”). The “Compliance Date,” as that term is used in this Agreement, is the date 30 days after the Effective Date. ERC and Transformation Protein are also referred to individually as a “Party” and collectively as the “Parties.” The Parties agree as follows:

1. This matter arises out of the Notices of Violation of California Health & Safety Code §25249.5, *et seq.* (also known as “Proposition 65”) that ERC served on Transformation Protein on July 1, 2025, and July 17, 2025 (the “Notices”) with regard to the following products identified below (referred to as the “Covered Products”):

- **Transformation Dairy Free Total Body Protein 30g Protein Per Serving Superblend Chocolate Lava Cake Naturally Flavored The Highest Quality Daily Nutrition – Perfluorooctanoic Acid (PFOA)**
- **Transformation Dairy Free Total Body Protein 30g Protein Per Serving Superblend Vanilla Ice Cream Naturally Flavored The Highest Quality Daily Nutrition – Lead, Perfluorooctanoic Acid (PFOA)**

The Covered Products may also be referred to as “PFOA Covered Products.” The product called Transformation Dairy Free Total Body Protein 30g Protein Per Serving Superblend Vanilla Ice Cream Naturally Flavored The Highest Quality Daily Nutrition may also be referred to as the “Lead Covered Product.”

2. The Parties enter into this Agreement in order to fully resolve all claims, demands, and allegations regarding the Notices and for the purpose of avoiding prolonged litigation. The Parties enter into this Agreement as a full and final settlement of all claims that were raised or could have been raised in the Notices. Nothing in this Agreement shall be construed as an admission of the Parties of any fact, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by the Parties of any fact, issue of law or violation of law. Nothing in this Agreement or any document referred to shall be construed as giving rise to any presumption or inference of admission or concession by the Parties as to any fault, wrongdoing or liability. Transformation Protein maintains that all of the products it sells, manufactures, and/or distributes for sale in California, including the Covered Products, are in compliance with all laws and are completely safe for their intended use. Notwithstanding the allegations in the Notices, Transformation Protein maintains that it has not knowingly manufactured, sold, distributed or caused the sale of Covered Products in California in violation of Proposition 65. Unless otherwise stipulated to or agreed upon, nothing in this Agreement shall prejudice, waive or impair any right, remedy, argument or defense Transformation Protein may have in this or any other future legal proceeding. This Section, however, shall not diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under this Agreement.

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3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS

In consideration of the following covenants and conditions contained in this Agreement, the Parties have provided the releases as set forth in Section 6 below:

3.1 Beginning on the Compliance Date, Transformation Protein shall be permanently enjoined from manufacturing for sale in the State of California, "Distributing into the State of California," or directly selling in the State of California, any Lead Covered Product which exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day and/or any Covered Product that exposes a person to a quantifiable level of PFOA that can be reliably achieved using industry standard methods for testing unless it meets the warning requirements under Section 3.2.

3.1.1 As used in this Agreement, the term "Distributing into the State of California" shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a distributor that Transformation Protein knows or has reason to know will sell the Covered Product in California.

3.1.2 For purposes of this Agreement, the "Daily Lead Exposure Level" shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of recommended daily servings appearing on the product label), which equals micrograms of lead exposure per day. If the label contains no recommended daily servings, then the number of recommended daily servings shall be one.

3.2 Clear and Reasonable Warnings

If Transformation Protein is required to provide a warning pursuant to Section 3.1, one of the following warnings must be utilized ("Warning"):

OPTION 1:

WARNING: Consuming this product can expose you to chemicals including [lead] [and] [perfluorooctanoic acid] which is [are] 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/food.

OPTION 2:

WARNING: Can expose you to [lead] [and] [perfluorooctanoic acid], a [carcinogen and] reproductive toxicant. See www.P65Warnings.ca.gov/food.

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OPTION 3:

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

The Warning shall begin either with the word “**WARNING,**” as indicated above, or the words “**CA WARNING**” or “**CALIFORNIA WARNING,**” in all capital letters and bold print. Transformation Protein shall use the phrase “cancer and” in the Option 1 and Option 3 Warning or the phrase “carcinogen and” in the Option 2 Warning if Transformation Protein knows or has reason to believe that PFOA is present in the Covered Products at a quantifiable level that can be reliably achieved using industry standard methods for testing pursuant to the quality control methodology described in Section 3.4, and/or, for the Lead Covered Product, if Transformation Protein has reason to believe the “Daily Lead Exposure Level” is greater than 15 micrograms of lead as determined pursuant to the quality control methodology set forth in Section 3.4, and/or if Transformation Protein has reason to believe that another Proposition 65 chemical is present at a level requiring the cancer warning. As identified in the brackets, the warning shall appropriately reflect whether there is lead (for the Lead Covered Product), PFOA (for the Covered Products), or multiple chemicals present in each of the Covered Products, but if there is a chemical present at a level that requires a cancer warning, the chemical requiring use of the phrase “cancer and” or “carcinogen and” in the Warning shall always be identified.

The Option 3 Warning may only be used until January 1, 2028. Any Covered Product that is manufactured and labeled prior to January 1, 2028, may use the Option 3 Warning regardless of when the product is sold to a consumer. For the Option 3 Warning, a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline shall be placed to the left of the text of the Warning, in a size no smaller than the height of the word “**WARNING**” (or the words “**CA WARNING**” or “**CALIFORNIA WARNING**”). Where the sign, label or shelf tag for the Covered Product is not printed using the color yellow, the symbol may be printed in black and white.

The Warning shall be securely affixed to or printed upon the label of any Covered Product, and it must be set off from other surrounding information and enclosed in a box. In addition, for any Covered Product Transformation Protein sells or offers for sale over the internet, the Warning shall appear on the checkout page when a California delivery address is indicated for any purchase of any Covered Product or by otherwise prominently displaying the Warning to the purchaser on the Covered Product’s primary product display page prior to completing the purchase. If the Warning is provided on the checkout page, an asterisk or other identifying method must be utilized to identify which product on the checkout page is subject to the Warning. In addition, for any Covered Product sold over the internet, the Warning may be provided through a clearly marked hyperlink using the word “**WARNING**” (or the words “**CALIFORNIA WARNING**” or “**CA WARNING**”) in all capital and bold letters on the Covered Product’s primary display page so long as the hyperlink links to a page prominently displaying the Warning without content that detracts from the Warning. A Warning is not prominently displayed if the purchaser has to search for it in the general content of the website.

The Warning shall be at least the same size as the largest of any other health or safety

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warnings also appearing on the website or on the label and in no event less than six (6) point type. No statements intended to or likely to have the effect of diminishing the impact of, or reducing the clarity of, the Warning on the average lay person shall accompany the Warning. Further, no statements may accompany the Warning that state or imply that the source of the listed chemical has an impact on or results in a less harmful effect of the listed chemical.

Transformation Protein must display the above Warning with such conspicuousness, as compared with other words, statements or designs on the label, or on its website, as applicable, to render the Warning likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the product. Where a sign or label used to provide the Warning for a Covered Product includes consumer information about the Covered Product in a language other than English, the Warning must also be provided in that language in addition to English. For purposes of this paragraph, the term "consumer information" includes warnings, directions for use, ingredient lists, and nutritional information but does not include the brand name, product name, company name, location of manufacture, or product advertising.

For purposes of this Agreement, the term "label" means a display of written, printed or graphic material that is printed on or affixed to a Covered Product or its immediate container or wrapper.

For internet warnings only, if a Covered Product is being sold online by a third-party reseller or downstream reseller (collectively referred to as "Third-Party Seller(s)") to California consumers, and the Third-Party Seller is subject to Proposition 65 and known to and authorized to sell such Covered Product by Transformation Protein, and Transformation Protein cannot itself post the warning on the authorized Third-Party Seller's website (for example, because Transformation Protein lacks control over such authorized Third-Party Seller's website), then Transformation Protein shall notify the authorized Third-Party Seller and/or its authorized agent, in writing, of the Third Party Seller's duty to provide an internet warning for sales of the Covered Product to California consumers. Transformation Protein shall comply with this obligation to notify Third-Party Sellers by complying with 27 CCR § 25600.2 (2026) and providing to any such Third-Party Seller (or its authorized agent) the warning language required by this Agreement for products sold on the internet to California consumers. The written notice required by this Section shall instruct the Third-Party Seller that the warning language required by this Agreement, for Covered Products sold on the internet to California consumers, must be displayed on the Third-Party Seller's website in the manner required in this Agreement, with such conspicuousness, as compared with other words, statements or designs, as to render the Warning likely to be seen, read, and understood by an ordinary individual prior to completing the purchase.

There shall be no obligation for Transformation Protein to provide a product label warning for Covered Products that are (1) manufactured before the Effective Date or (2) no longer in the possession of or under the control of Transformation Protein on the Compliance Date, and the Section 6 release applies to all such Covered Products; except that Transformation shall provide an internet warning for all Covered Products within 14 days of the Effective Date. The Parties

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agree that Transformation Protein shall be deemed to be in compliance with the clear and reasonable warning requirements of this Agreement by either adhering to this Section of the Agreement (along with any other applicable, related, or listed Sections as referenced in this Section) or by complying with warning regulations adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and made applicable to the Covered Products and/or the listed chemicals at issue, subject to ERC's right to contest the applicability of any such regulation(s) to the Covered Products and/or the listed chemicals. In the event that OEHHA promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and/or the listed chemicals at issue, which are different from those set forth above, Transformation Protein shall be entitled to seek a modification of this Agreement pursuant to Section 11, and the approval of such modification shall not be unreasonably opposed or withheld by ERC.

3.3 Conforming Covered Products

PFOA Covered Products shall be considered Conforming Covered Products if they do not contain any quantifiable level of PFOA per day as determined by the quality control methodology described in Section 3.4 and are not known by Transformation Protein to contain other chemicals that violate Proposition 65's safe harbor thresholds and, for the PFOA Covered Product that is also the Lead Covered Product, if the "Daily Lead Exposure Level" is no greater than 0.5 micrograms of lead per day as determined by the exposure methodology set forth in Section 3.1.2 and the quality control methodology described in Section 3.4.

3.4 Testing and Quality Control Methodology

3.4.1 Subject to Section 3.4.7, beginning within one year of the Compliance Date, Transformation Protein shall arrange for lead and PFOA testing of the Covered Products at least once a year for a minimum of three (3) consecutive years by arranging for testing of one (1) randomly selected sample of the Covered Products, in the form intended for sale to the end-user, which Transformation Protein intends to sell or is manufacturing for sale in California, directly selling to a consumer in California or "Distributing into the State of California." If tests conducted pursuant to this Section demonstrate that no Warning is required for the Covered Products during each of the three (3) consecutive years, then the testing requirements of this Section will no longer be required as to the Covered Products. However, if during or after the three-year testing period, Transformation Protein changes ingredient suppliers for the Covered Products and/or reformulates the Covered Products such that there is a material change in formula or the supply chain of the Covered Products that is reasonably likely to affect the levels of lead or PFOA in the Covered Products, Transformation Protein shall test that Covered Product annually for at least two (2) consecutive years after such change is made.

3.4.2 For purposes of measuring the "Daily Lead Exposure Level or the quantifiable level of PFOA," the lead or PFOA detection result of the randomly selected sample of the Covered Products will be controlling.

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3.4.3 All testing pursuant to this Agreement shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection and limit of quantification, sensitivity, accuracy and precision that meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS") achieving a limit of quantification of less than or equal to 0.005 mg/kg for lead and for the PFOA Covered Products, testing shall be conducted by Symbio Laboratories, or another lab that can achieve at least as sensitive of testing as Symbio Laboratories, using Liquid Chromatography-Tandem Mass Spectrometry (LC-MS/MS) and using the lowest reporting level that can be reliably quantified using available technologies for PFOA, as applicable.

3.4.4 All testing pursuant to this Agreement shall be performed by an independent third-party laboratory certified by the State of California or accredited by the State of California, a federal agency, the National Environmental Laboratory Accreditation Program or similar nationally recognized accrediting organization to perform the particular method of detection and analysis in question.

3.4.5 Nothing in this Agreement shall limit Transformation Protein's ability to conduct, or require that others conduct, additional testing of the Covered Products, including the raw materials used in their manufacture.

3.4.6 Within thirty (30) days of ERC's written request, Transformation Protein shall deliver lab reports obtained pursuant to Section 3.4 (if any) to ERC. Transformation Protein shall retain all such lab reports (if any) for a period of three years from the date of each test. Any request by ERC for lab reports shall be made prior to the expiration of the three-year time period identified in this section 3.4.6. ERC will treat all such testing produced by Transformation Protein hereunder as confidential pursuant to a mutually agreeable confidentiality agreement.

3.4.7 The testing and reporting requirements of Section 3.4 do not apply to any Covered Product for which Transformation Protein is providing a Warning, continuously and without interruption from the Compliance Date, pursuant to Section 3.2 of this Agreement. In the event a Warning is provided after the Compliance Date but Transformation Protein thereafter ceases to provide the Warning specified in Section 3.2 for any Covered Product, Transformation Protein may only do so after it has tested such Covered Product, and Transformation Protein shall be required to comply with the testing and reporting requirements of Section 3.4 of this Agreement immediately (or as soon as practicable) after the date the Warning ceases to be provided, unless Transformation Protein can show to the satisfaction of ERC that the cessation in providing the Warning was a temporary error that was resolved when discovered.

3.5 Nothing in Section 3 of this Agreement shall prevent or preclude ERC from obtaining and relying upon its own testing for purposes of enforcement, so long as such testing meets the requirements of Sections 3.4.3 and 3.4.4. Transformation Protein likewise may rely on its own testing to respond to an enforcement notice, so long as such testing meets the

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requirements of Sections 3.4.3 and 3.4.4. Nothing in Section 3.4 of this Agreement is intended by either Party to set a precedent for the level of lead, PFOA, or other chemicals that is permissible in consumer products under Proposition 65.

4. Transformation Protein shall make a total payment of \$20,000 ("Total Settlement Amount") by wire transfer to ERC's account in two periodic payments (the "Periodic Payments") in complete resolution of all claims for civil penalties, damages, ERC's attorney's fees, or any other claim for monetary relief of any kind related to the claims made in the Notices and/or this Settlement Agreement. The Periodic Payments shall be made according to the following payment schedule ("Due Dates"):

- Payment 1 -- \$10,000.00 within 10 days of the Effective Date (the first Due Date)
- Payment 2 -- \$10,000.00 within 35 days of the Effective Date (the second Due Date)

Transformation Protein shall make these Periodic Payments by wire transfer to ERC's account, for which ERC will give Transformation Protein the necessary account information. The Total Settlement Amount shall be allocated as follows:

a. \$1,000.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$750.00) of the civil penalty to the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety Code §25249.12(c). ERC will retain the remaining 25% (\$250.00) of the civil penalty.

b. \$3,226.04 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this matter to Transformation Protein's attention and negotiating a settlement.

c. \$6,343.20 shall be distributed to Michael Freund & Associates as reimbursement of ERC's attorney fees, while \$9,430.76 shall be distributed to ERC for its in-house legal fees.

d. In the event that Transformation Protein fails to remit, in full, any of the Periodic Payments owed under Section 4 of this Agreement on or before the applicable Due Date, Transformation Protein shall be deemed to be in material breach of its obligations under this Agreement. ERC shall provide written notice of the delinquency to Transformation Protein via *electronic mail*. If Transformation Protein fails to deliver the delinquent payment within five (5) business days from the date of ERC's written notice, the Total Settlement Amount, less any amounts previously paid pursuant to Section 4, shall become immediately due and payable and shall accrue interest at the statutory judgment interest rate provided in the Code of Civil Procedure section 685.010, and any release provisions in Section 6 that are for the benefit of Transformation Protein and the Released Parties (as defined in Section 6.1) shall be suspended and of no effect until such time as the Total Settlement Amount is paid in full. Additionally, Transformation Protein agrees to pay ERC's reasonable attorneys' fees and costs for any efforts to collect the payment(s) due under this Agreement.

5. Except as expressly set forth in Section 4, the Parties shall bear their own costs, expenses,

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and attorneys' fees related to the Notices and this Settlement Agreement.

6. Binding Effect; Claims Covered and Released

6.1. This Agreement is a full, final, and binding resolution between ERC, on behalf of itself, and Transformation Protein and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, third party contract manufacturers, suppliers, franchisees, licensees, licensors, customers (not including private label customers of Transformation Protein), distributors, wholesalers, retailers, and all other upstream and downstream entities in the distribution chain, of any Covered Product, and the predecessors, successors, and assigns of any of them (collectively, "Released Parties").

6.2 ERC, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors and assignees, hereby fully releases and discharges the Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities, obligations, damages, penalties, fines, fees, costs, losses or expenses, including but not limited to investigation fees, expert fees and attorneys' fees of any nature whatsoever, whether known or unknown, that have been asserted, or that could have been asserted from the handling, use, or consumption of the Covered Products, as to any alleged violation of Proposition 65 or its implementing regulations arising from the actual or alleged failure to provide Proposition 65 warnings on the Covered Products regarding PFOA and/or lead, with respect to the Lead Covered Product only, up to and including the Compliance Date. However, Third-Party Sellers that do not provide a Warning within a reasonable time, but in no event more than 60 days, after being instructed or notified by Transformation Protein to do so as outlined in Section 3.2, are not released from liability for violations of Proposition 65.

6.3 ERC, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors and assignees, and Transformation Protein on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors and assignees, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notices up to and including the Compliance Date, provided, however, that nothing in Section 6 shall affect or limit any Party's right to seek to enforce the terms of this Agreement.

6.4 It is possible that other claims not known to the Parties, including but not limited to claims arising out of the facts alleged in the Notices, and relating to the Covered Products, will develop or be discovered. ERC, on behalf of itself only, and Transformation Protein, on behalf of itself only, acknowledge that this Agreement is expressly intended to cover and include all such claims up to and including the Compliance Date, including all rights of action therefor. ERC and Transformation Protein acknowledge that the claims released in Sections 6.2 and 6.3 above may include unknown claims, and the Parties nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

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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.

Transformation Protein and ERC, on their own behalf, and on behalf of their past and current agents, representatives, attorneys, successors, and/or assignees, expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Civil Code section 1542, as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent they may lawfully waive such rights or benefits pertaining to the released matters. Transformation and ERC each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

6.5 Compliance with the terms of this Agreement shall be deemed to constitute compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to PFOA in the Covered Products and/or lead in the Lead Covered Product as set forth in the Notices. However, Third-Party Sellers that do not provide a Warning within a reasonable time, but in no event more than 60 days, after being instructed or notified by Transformation Protein to do so as outlined in Section 3.2, are not released from liability for violations of Proposition 65.

6.6 Nothing in this Agreement is intended to apply to any occupational or environmental exposures arising under Proposition 65, nor shall it apply to any of Transformation Protein's products other than the Covered Products.

7. Nothing herein shall be construed as diminishing Transformation Protein's continuing obligations to comply with Proposition 65.

8. It is the Parties' understanding that the commitments Transformation Protein has agreed to herein, and actions to be taken by Transformation Protein 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 Transformation Protein's alleged failure to provide a warning concerning actual or alleged exposure to lead and/or PFOA prior to use of the Covered Products it has manufactured, 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 Covered Products addressed in this Settlement Agreement, provided that Transformation Protein is in material compliance with the terms of this Settlement Agreement.

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9. All notices required to be given to either Party to this Agreement by the other shall be in writing and sent to the following agents listed below via first-class mail, or via electronic mail where required. Courtesy copies of notices sent via first-class mail may also be sent via email.

FOR ENVIRONMENTAL RESEARCH CENTER, INC.:

Chris Heptinstall, Executive Director, Environmental Research Center
3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
Tel: (619) 500-3090
Email: chris.heptinstall@erc501c3.org

With a copy to:

Michael Freund
Michael Freund & Associates
1919 Addison Street, Suite 104
Berkeley, CA 94704
Telephone: (510) 499-1992
Email: freund1@aol.com

FOR TRANSFORMATION PROTEIN, LLC :

Brian Wargula
CEO
Transformation Protein, LLC
16595 W. Stratton Dr.
New Berlin, WI 53151
Email: bwargula@sprbody.com

With a copy to:

J. Robert Maxwell
Rogers Joseph O'Donnell | a Professional Law Corporation
311 California Street, 10th Fl
San Francisco, CA 94104
Telephone: (415) 956-2828
Email: jmaxwell@rjo.com

10. After executing this Agreement, ERC will submit to the California Attorney General a Report of Settlement. In addition, ERC will provide to the California Attorney General a signed copy of this Agreement. The Parties acknowledge and agree that the Parties shall provide as much information as is reasonably requested by the California Attorney General, regarding the Notices, the settlement, and this Agreement.

11. This Agreement contains the entire agreement between the Parties with regard to settlement of the Notices, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the Notices as set forth in this Agreement. This Agreement may be amended or modified as to injunctive terms only in whole or in part at any

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time only by an agreement in writing executed by the Parties.

12. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective owners, principals, shareholders, members, managers, officers, directors, employees, agents, successors, and assigns.

13. No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against any of the Parties, based upon the fact that one of the Parties and/or one of the Parties' attorneys prepared and/or drafted all or any portion of this Agreement. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.

14. If any provision, term, or section of this Agreement is found to be invalid, illegal, or unenforceable, then all remaining provisions, terms, or sections shall continue in full force and effect and remain binding on the Parties. If any provision, term, or section of this Agreement is determined to be unenforceable, then such provision, term, or section may be modified so that the unenforceable provision, term, or section is enforceable to the greatest extent possible.

15. This Agreement shall be deemed to have been entered into in the State of California and governed and interpreted by the laws of the State of California, regardless of the physical locations of the individuals executing this Agreement at the time of execution.

16. The Parties acknowledge by signing this Agreement that they have a right to consult an attorney and that they have either consulted their attorney(s) with respect to the Notices and the terms and conditions of this Agreement or have made the decision not to consult with an attorney regarding the Notices and the terms and conditions of this Agreement. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.

17. Any legal action to enforce this Agreement shall be brought in the county of Alameda of the State of California. Before any Party may take action to enforce the terms of this 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. ERC shall not bring an enforcement action or institute a judicial proceeding or seek any other relief of any kind if Transformation Protein demonstrates, to ERC's satisfaction, that it has complied with the requirements of this Agreement. In the event that meet-and-confer efforts are unsuccessful, the Party alleging a violation may initiate a judicial proceeding to enforce this Agreement no earlier than 30 days after issuing the written notice specified herein. In the event that a Party initiates such a judicial proceeding, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs that are necessary and required to enforce the Agreement or that are recoverable pursuant to California Code of Civil Procedure section 1021.5.


18. This Agreement may be signed in counterparts, and each counterpart, as well as any facsimile, e-mail, copy of this Agreement, or any other counterpart, shall be deemed to be an original.

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19. Each of the individuals who execute this Agreement represents and warrants they have the authority to execute this document and bind the respective Parties to the terms and conditions of this Agreement, and have read, understand, and agree to all the terms and conditions in this Agreement.

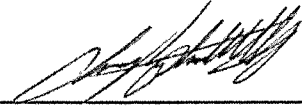
DATED: April 24, 2026

TRANSFORMATION PROTEIN LLC

By: 
Name: Brian Wargula
Title: CEO

DATED: April 27, 2026

ENVIRONMENTAL RESEARCH CENTER, INC.

By: 
Chris Heptinstall
Executive Director

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