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SUSAN DAVIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

UNLIMITED CIVIL JURISDICTION

SUSAN DAVIA, Plaintiff, v. BADEN SPORTS, INC., AMAZON.COM, INC. and DOES 1-150, Defendants.	Case No. CV0008480 ***AMENDED* CONSENT TO JUDGMENT SETTLEMENT AGREEMENT** Action Filed: December 10, 2025 Trial Date: None Assigned

1. INTRODUCTION

1.1 The Parties

This consent to judgment settlement agreement ("Agreement" or "Settlement Agreement") is entered into by and between plaintiff Susan Davia ("Davia") and defendant Baden Sports, Inc. ("Baden"), with Davia and Baden each referred to as a "Party" and collectively referred to as the "Parties."

1.2 Davia

Davia is an individual residing in the State of California who seeks to promote awareness of exposure to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products.

1.3 Baden

Baden, Inc. is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.* ("Proposition 65").

1.4 General Allegations

Davia alleges that Baden is responsible for the design, manufacture, distribution and/or sale, in the State of California, of certain volleyball net sets with rubber mallets that are alleged to expose users to diisononyl phthalate (DINP) and di(2ethylhehyl)phthalate (DEHP) without first providing any "clear and reasonable warning" under Proposition 65. Pursuant to Proposition 65, DINP is listed as a carcinogen and DEHP is listed as a carcinogen and a reproductive toxicant. DINP and DEHP shall be referred to collectively hereinafter as "Listed Chemical."

1.5 Notice of Violation

On August 21, 2025, Davia served Baden, Amazon.com, Inc. and various public enforcement agencies with a document entitled "60-Day Notice of Violation" that provided public enforcers and the noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of DINP and DEHP found in Baden branded volleyball net set products with rubber mallets sold in California (AG Notice

2025-03203). This August 21, 2025, Notice of Violation shall hereafter be referred to as "Notice." Each Party represents that, as of the date it executes this Agreement, it is not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to DINP or DEHP in the Baden branded volleyball net set products with rubber mallets as identified in the Notice.

1.6 Complaint

On December 10, 2025, Davia filed a Complaint in the Superior Court of the State of California for the County of Marin, Case No. CV0008480, alleging violations by defendants of Health and Safety Code § 25249.6 based on the alleged exposures to DINP and DEHP in the subject covered products (the "Action").

1.7 No Admission

This Agreement resolves claims that are denied and disputed by Baden. The Parties enter into this Agreement pursuant to a full and final settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. Baden denies the material factual and legal allegations contained in the Notice, claims that it did not knowingly or intentionally expose California consumers to any Listed Chemical through the reasonably foreseeable use of the Covered Products and otherwise contends that, all Covered Products it has manufactured, distributed and/or sold in California have been and are in compliance with all applicable laws and regulations, including Proposition 65. Nothing in this Agreement shall be construed as an admission by Baden of any fact, finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by Baden of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Baden. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Baden's obligations, responsibilities, and duties under this Agreement.

1.8 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that the Marin County Superior Court has jurisdiction over Baden as to this Agreement, that venue for any action to enforce this Agreement is proper in County of Marin, that this Agreement shall be construed as

made pursuant to Code of Civil Procedure Section 664.6 and the Marin County Superior Court shall be considered to have jurisdiction to enforce the provisions of this Agreement until performance in full of the terms of the settlement.

2. DEFINITIONS

2.1 "Covered Product" shall mean all Baden branded volleyball net set products with rubber mallets including, but not limited to, Baden Volleyball Net Set, Volleyball Bag, Adjustable Poles, & Boundary Lines, Portable Volleyball Net for Backyard or Outdoor Activities for Men, Women & Kids (ASIN B07QPWRC3Y)

2.2 "Phthalate Free" Covered Products shall mean any accessible component of any Covered Product contains less than or equal to 1,000 parts per million ("ppm") of di(2-ethylhexyl)phthalate ("DEHP"), diisonoyl phthalate ("DINP"), di-n-butyl phthalate ("DBP"), di-isodecyl phthalate ("DIDP"), di-n-hexyl phthalate ('DnHP") and butyl benzyl phthalate ('BBP") as determined by a minimum of duplicate quality controlled test results using Environmental Protection Agency ("EPA") testing methodologies 3580A and 8270C or equivalent methodologies utilized by federal or state agencies to determine the presence and measure the quantity of phthalates in solid substances.

2.3 "California Customer" shall mean any ecommerce customer of Baden with a California ship to address or any retail seller customer of Baden with a retail store in California or an ecommerce website that sells to individuals with a California ship to address.

2.4 "Effective Date" shall mean March 1, 2026.

3. INJUNCTIVE RELIEF

3.1 Products No Longer in Baden's Control

No later than the Effective Date, Baden shall send a letter, electronic or otherwise ("Notification Letter") to any entity to which Baden has distributed or sold Covered Products since January 1, 2025, and which entity Baden reasonably believes continues to maintain any inventory of Covered Products. The Notification Letter shall advise the recipient that Covered Products "have been tested for the presence of phthalates and found to contain DINP, a chemical known to the State of California to cause cancer, and DEHP, a chemical known to the

State of California to cause cancer and birth defects or other reproductive harm," and request that the recipient label the Covered Products remaining in inventory for sale in or to California with a label that complies with Section 3.3. The Notification Letter shall request a response from the recipient within 15 days, confirming that the letter was received. Baden shall have no further obligation to obtain, verify, or enforce compliance with the requests set forth in the Notification Letter. Baden shall maintain records of all correspondence or other communications generated pursuant to this Section for two years after the Effective Date and shall produce copies of such records within ten (10) business days of Davia's written request, which shall occur no more than three times per calendar year absent good cause.

3.2 Product Reformulation and Warnings

For sales of the Covered Product after the Effective Date, Baden will either comply with reformulation under Section 3.2.1 or product warnings under Section 3.3.

3.2.1 No later than the Effective Date, Baden shall provide the Phthalate Free concentration standards of Section 2.2 to its then-current vendors of any Covered Product, and request such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any component of any Covered Product or to supply any Covered Product to Baden that is not Phthalate Free. Baden shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two years and shall produce such copies to Davia within fifteen (15) business days of receipt of written request from Davia.

3.2.2 After the Effective Date, Baden shall provide the Phthalate Free concentration standards of Section 2.2 to any new vendors or manufacturers of any Covered Product, to its vendors of any vinyl material for any Covered Product and instruct such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered Product. Prior to purchase and acquisition of any Covered Product or any vinyl component for any Covered Product from any new vendor, Baden shall use commercially reasonable efforts to obtain a written confirmation and accompanying laboratory test result from the new vendor demonstrating compliance with the

Phthalate Free concentration standard in all materials comprising the Covered Product. For every Covered Product Baden manufactures, causes to be manufactured, orders, causes to be ordered or otherwise obtains from a new vendor after the Effective Date, Baden shall maintain copies of all testing of such products demonstrating compliance with this section for two (2) years from the Effective Date, shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two (2) years from the Effective Date and shall produce such copies to Davia within fifteen (15) business days of receipt of written request from Davia. For every Covered Product Baden contends meets the Phthalate Free concentration standards and intends to offer for sale without a warning pursuant to Section 3.3 below, Baden shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two (2) years from the Effective Date and shall produce such copies to Davia within fifteen (15) business days of receipt of written request from Davia.

3.3 Covered Product Warnings

3.3.1 For any Covered Product not expressly confirmed to meet the Section 2.2 Phthalate Free phthalate concentration levels and sold by Baden to a California Customer after the Effective Date, such product shall only be sold with a Proposition 65 clear and reasonable warning as set forth hereafter.

3.3.2 Retail Store or Third-Party Ecommerce Covered Product Warnings

For any Covered Product sold by Baden from a physical retail store owned, operated or controlled by Baden that is located in California, to a customer with any physical retail stores located in California or to any third-party ecommerce retailer (e.g., amazon.com, Walmart.com, etc.), such Covered Product shall include a warning prominently placed either on the product, its labeling or its packaging 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 either be printed directly on the Covered Product consumer label or be comprised of a sticker affixed to the Covered Product. Each warning shall include the yellow triangle with an internal exclamation point and state:

⚠ **WARNING:** The vinyl handle of the enclosed mallet can expose you to chemicals including diisononyl phthalate (DINP), that is known to the State of California to cause cancer, and di(2-ethylhexyl)phthalate (DEHP), that 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.

or

⚠**WARNING:** Risk of cancer and reproductive harm from exposure to di(2-ethylhexyl)phthalate (DEHP) and risk of cancer from diisononyl phthalate (DINP). See www.p65warnings.ca.gov.

or

⚠**WARNING:** Can expose you to di(2-ethylhexyl) phthalate (DEHP), a carcinogen and reproductive toxicant, and diisononyl phthalate (DINP), a carcinogen. See www.p65warnings.ca.gov.

If the Covered Product does not contain DINP or DEHP, but contains one or more of the other phthalates listed in Section 2.2 above the noted thresholds therein, the above warning shall be adjusted to refer to the specific phthalate and related end point(s), in accord with 27 Cal. Code Regs. § 25603.

If Office of Environmental Health Hazard Assessment regulations require or permit specific safe harbor warning text and/or methods of transmission different than those set forth above, Baden shall be entitled to use, at its discretion, such other specific safe harbor warning text and/or methods of transmission without being deemed in breach of this Settlement Agreement.

If the Covered Products' packaging contains consumer information in a language other than English, the warning in this section must also be provided in that language in addition to English.

3.3.3 Internet Ecommerce Covered Product Warnings

A warning must be given in conjunction with Baden's sale or offer of sale of any Covered Product not confirmed by Baden to be Phthalate Free via any ecommerce website owned, operated, managed or controlled by, or for the benefit of, Baden (this does not include third-party independent websites such as amazon.com, Walmart.com, etc.). In addition to

providing a warning on the product label or labeling that is compliant with Section 3.3.2, Baden shall provide warnings required by this section on each Covered Product's online product page and on one or more web pages displayed to a purchaser during the checkout process.

One of the following warning statements shall be used for all online warning obligations and shall appear adjacent to or immediately following the display, description, or price of the Covered Product for which it is given, or through a hyperlink using the word "WARNING" preceded by the symbol "⚠", in the same or larger type or image size than the Covered Product description text:

> ⚠**WARNING:** The vinyl handle of the enclosed mallet can expose you to chemicals including diisononyl phthalate (DINP), that is known to the State of California to cause cancer, and di(2-ethylhexyl)phthalate (DEHP), that 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.

Alternatively, one of the following "short form" warnings may be used on the ecommerce website, but only if the same warning language also appears on the product label or consumer packaging of the Covered Product itself.

> ⚠**WARNING:** Risk of cancer and reproductive harm from exposure to di(2-ethylhexyl)phthalate (DEHP) and risk of cancer from diisononyl phthalate (DINP). See www.p65warnings.ca.gov.
>
> or
>
> ⚠**WARNING:** Can expose you to di(2-ethylhexyl) phthalate (DEHP), a carcinogen and reproductive toxicant, and diisononyl phthalate (DINP), a carcinogen. See www.p65warnings.ca.gov

Where ecommerce product marketing or description includes consumer information in a language other than English, the warning in this section must also be provided in that language in addition to English.

4. MONETARY PAYMENTS

4.1 Civil Penalty

As a condition of settlement of all the claims referred to in this agreement, Baden shall pay a total of $1,400 in civil penalties in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Davia.

4.2 Augmentation of Penalty Payments

For purposes of the penalty assessment under this Agreement, Davia is relying entirely upon Baden for accurate, good faith reporting to Davia of the nature and amounts of relevant sales activity. If within nine (9) months of the Effective Date, Davia discovers and presents evidence to counsel for Baden that the Covered Products have been distributed in California in sales volumes materially different (more than 25%) than those identified by Baden prior to execution of this Agreement, and Baden does not provide Davia with competent and credible evidence to dispute this claim, then Baden shall be liable for an additional penalty amount of $10,000.00. Davia agrees to provide counsel for Baden with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, Baden shall have thirty (30) days to either present evidence to counter this claim or to agree to the amount of fees and penalties owing by Baden and submit such payment to Davia in accordance with the method of payment of penalties and fees identified in Section 4.1 and 4.4. Should this thirty (30) day period pass without any such resolution between the parties and payment of such additional penalties and fees, Davia shall be entitled to file a formal legal claim for the additional civil penalties pursuant to this Section and the prevailing party to such action shall be entitled to all reasonable attorney fees and costs relating to such claim.

4.3 Reimbursement of Davia's Fees and Costs

The Parties acknowledge that Davia and her counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee issue to be resolved after the material terms of the agreement had been settled. The Parties then attempted to (and did) reach an accord on the compensation due to Davia and

her counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed in this matter, except fees that may be incurred on appeal. Under these legal principles, Baden shall pay Davia's counsel the amount of $35,000 for fees and costs incurred investigating, litigating and enforcing this matter.

4.4 Payment Procedures

No later than five (5) business days after plaintiff provides electronic mail notice to counsel for Defendants that the Court has approved this settlement, Baden' counsel shall deliver the settlement payments to plaintiff's counsel as follows:

a civil penalty check payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties, 2025-03203"), in the amount of $1,050;

a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2025-03203") in the amount of $350;

an attorney fee and cost reimbursement check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2025-03203") in the amount of $35,000.

All Section 4.1 and Section 4.3 civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel at the following address:

Sheffer Law Firm
Attn: Proposition 65 Controller
232 E. Blithedale Avenue, Suite 210
Mill Valley, CA 94941

All Section 4.2 civil penalty and attorney fee/cost payments, if any, shall be delivered to plaintiff's counsel at the following address on or before the date agreed upon pursuant to that section or as ordered by the Court:

Sheffer Law Firm
Attn: Proposition 65 Controller
232 E. Blithedale Avenue, Suite 210
Mill Valley, CA 94941

Baden shall be liable for payment of interest, at a rate of 10% simple interest, for all amounts due and owing from it under this Section that are not received by Sheffer Law Firm within two business days of the due date for such payment.

While the obligations of this agreement are binding upon execution, the Release of Baden shall not become effective until after all monetary payments have been made by Baden and all funds have cleared.

4.5 Issuance of 1099 Forms

After this Agreement has been executed and the settlement funds have been transmitted to Davia's counsel, Baden shall timely deliver separate 1099 forms to OEHHA, Davia and the Sheffer Law firm.

5. RELEASES

5.1 DAVIA'S RELEASE OF BADEN

5.1.1 Plaintiff acting on her own behalf and in the public interest releases Baden and each of its directors, officers, employees, attorneys, agents, parents, and subsidiaries ("Releasees") and each of Baden's direct or indirect customers, including but not limited to Amazon.com, Inc. ("Additional Releasees") from all claims for violations of Proposition 65 up through the Effective Date based on exposure to DINP and DEHP from the Covered Products as set forth in the Notice of Violation. Compliance with the terms of this Consent Judgment constitutes compliance by Baden with Proposition 65 with respect to exposures to DINP and DEHP from Covered Products as set forth in the Notice of Violations and Complaint.

5.1.2 Davia also, in her individual capacity and on behalf of her past and current representatives, agents, attorneys, successors and/or assigns, provides a general release of Releasees and Additional Releasees 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 Davia, of any nature, character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter of the Notice and Complaint as to Covered Products manufactured, distributed or sold by Baden before the Effective Date. Davia acknowledges that she is familiar with section 1542 of the California civil

code, which provides 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.

Davia, in her individual capacity and on behalf of her past and current representatives, agents, attorneys, successors and/or assigns expressly waives and relinquishes any and all rights and benefits that she may have under, or which may be conferred on her by the provisions of Section 1542 of the California Civil Code as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that she may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such intention, excepting Section 4.2, the release hereby given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters. This Section 1542 release applies only to claims arising out of the subject matter of the Notice and Complaint as to Covered Products manufactured, distributed or sold by Baden before the Effective Date.

5.1.3 This section 5.1 release shall not extend upstream to any entities, other than Baden, that manufactured the Covered Products or any component parts thereof, or any distributors or suppliers who sold the covered products or any component parts thereof to Baden.

5.2 Baden's Release of Davia

Baden, each on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against Davia and her attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Davia and her attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to DEHP in the Covered Products. Baden acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides 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 RELEASING PARTY.

Baden expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of Section 1542 of the California Civil Code as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that he may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such intention, the release hereby given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters.

6. COURT APPROVAL

This Judgment is effective upon execution but must also be approved by the Court. If the Court does not approve this Judgment in its entirety, the Parties shall meet and confer to determine whether to modify the terms of the Judgment and to resubmit it for approval. In meeting and conferring, the Parties agree to negotiate in good faith to reach agreement on any actions reasonably necessary to amend and/or modify this Judgment in order to further the mutual intention of the Parties in entering into this Judgment. The Judgment shall become null and void if, for any reason, it is not approved and entered by the Court, as it is executed, within one year after it has been fully executed by all Parties. The Parties agree that, upon Court approval, a Court judgment shall be entered on the terms of this Judgment.

7. SEVERABILITY

If any of the provisions of this Agreement are found by a court to be unenforceable, the validity of the enforceable provisions remaining, after express agreement of the Parties, shall not be adversely affected, unless the Court finds that any unenforceable provision is not severable from the remainder of the Agreement.

8. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California.

9. NOTICES

When any Party is entitled to receive any notice under this Agreement, the notice shall be sent by certified mail or electronic mail to the following:

For Baden:

Jake Licht, President & CEO
Baden Sports, Inc.
19015 66th Ave S.
Kent, WA 98032

With a copy to its counsel:

Randy Johnson, Shareholder
CARNEY BADLEY SPELLMAN, P.S.
johnson@carneylaw.com

For Davia to:

Proposition 65 Coordinator
Sheffer Law Firm
232 E. Blithedale Ave., Suite 210
Mill Valley, CA 94941
gregs@sheffer-law.net

Any Party may modify the person and address to whom the notice is to be sent by sending each other Party notice by certified mail and/or other verifiable form of written communication.

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

Davia agrees to comply with the reporting form requirements referenced, in California Health & Safety Code §25249.7(f).

11. MODIFICATION

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

12. ENTIRE AGREEMENT

This 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 any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist

or to bind any of the Parties. No supplementation, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any of the other provisions whether or not similar, nor shall such waiver constitute a continuing waiver.

13. ATTORNEY'S FEES

13.1 Should either Party prevail on any motion, application for order to show cause or other proceeding to enforce a violation of this Agreement, that Party shall be entitled to its reasonable attorney fees and costs incurred as a result of such motion, order or application, consistent with C.C.P. §§ 1021 and 1021.5.

13.2 Except as otherwise specifically provided herein, each Party shall bear its own costs and attorney's fees in connection with the Notice.

13.3 Nothing in this Section shall preclude a Party from seeking an award of sanctions pursuant to law.

14. NEUTRAL CONSTRUCTION

Both Parties and their counsel have participated in the preparation of this Agreement and this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Agreement shall not be interpreted against any Party as a result of the manner of the preparation of this Agreement. Each Party to this 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 Agreement and, in this regard, the Parties hereby waive California Civil Code Section 1654.

15. COUNTERPARTS, FACSIMILE SIGNATURES

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

16. AUTHORIZATION

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

IT IS SO AGREED

Dated: October, 14, 2026 Casey Schindler, COO Baden Sports, Inc.	Dated: 10/15/2026, 2026 Susan Davia