SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. Ecological Alliance, LLC and Haleon US Inc.

This Settlement Agreement is entered into by and between Ecological Alliance, LLC ("Alliance"), on the one hand, and Haleon US Inc. ("Haleon"), on the other hand, with, Alliance and Haleon collectively referred to as the "Parties."

1.2. General Allegations

Alliance alleges that Haleon either imported, and/or manufactured and/or distributed and/or directly or indirectly sold or offered for sale in the State of California PreparationH hemorrhoidal wipes, that allegedly contain Perfluorooctane sulfonate ["PFOS"] 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.* ("Proposition 65"). California has listed PFOS under Proposition 65 as a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

1.3. Product Description

The Products that are covered by this Settlement Agreement are defined as all wipes products sold or distributed under the Preparation H brand name, including but not limited to Medicated Wipes, Totables, Medicated Wipes for Women, Rapid Relief Totables Wipes, Soothing Relief Cleansing & Cooling Wipes, and Hemorrhoid Wipes with Lidocaine, in any size, count, or packaging format, that Haleon, or its parent, subsidiaries, affiliates, related companies, or distributors have directly or indirectly (such as through wholesale or retailer customers) sold, offered for sale or distributed in California (the "Product").

1.4. Notice of Violation

On August 22, 2025, Alliance served GlaxoSmithKline LLC (Haleon's predecessor-in-interest with respect to the Product), Walmart, Inc., and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with documents entitled "60-Day Notice of Violation" ("Notice") that provided GlaxoSmithKline LLC, Walmart, Inc., and such public enforcers with notice of an alleged violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Product exposed users in California to PFOS.

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 Haleon's compliance with Proposition 65. Specifically, Haleon denies any and all factual and legal allegations contained in Alliance's Notice and maintains that all products that it has manufactured for sale and distribution in California, including the Products, have been and are in full compliance with uniform universally acceptable testing methods and with Proposition 65 or any other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission against interest by Haleon 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 against interest by Haleon of any fact, finding, conclusion, issue of law, or violation of law, such being specifically strongly denied by Haleon. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Haleon under this Settlement Agreement.

1.6. Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date that both Parties have notice that this Settlement Agreement is fully executed.

2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS

2.1. Reformulation or Warnings

As of the date that is thirty (30) days after the Effective Date (the "Compliance Date"), Haleon shall refrain from manufacturing or causing to be manufactured any Product that will be sold or offered for sale to California consumers that contains (1) any added PFOS, or (2) any added fluorinated ingredient that causes PFOS to be in a Product, including but not limited to C9-15 fluoroalcohol phosphate, unless the Product has a Proposition 65 warning. Additionally, if Haleon were to determine, or be advised by a supplier or other credible person, that PFOS is present in a Product, Haleon shall not sell such Product in California without a Proposition 65 warning. The detection of PFOS at or below the quantitation limit of the analytical method used, or the detection of PFOS attributable to background or incidental sources rather than intentional addition, shall not trigger any obligation under this Settlement Agreement. Nothing in this Section shall require Haleon to provide a warning where no warning is required under Proposition 65 and its implementing regulations, including the exposure-based requirements thereof. Under the terms of this Settlement Agreement, no warnings shall be required for Products that were manufactured prior to the Compliance Date or that were already in the stream of commerce prior to the Compliance Date, regardless of the date such Products are sold or used in California.

2.2. Warning Language

If a warning is required for any Products pursuant to Section 2.1, Haleon shall provide Proposition 65 warnings as follows:

(a) Haleon may use any of the following warning statements in full compliance with this Section:

(1)  **WARNING**: This product can expose you to chemicals including Perfluorooctane sulfonate [PFOS], 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.

(2)  **WARNING**: Risk of Cancer and Reproductive Harm from exposure to Perfluorooctane sulfonate [PFOS]. See www.P65Warnings.ca.gov.

Where the sign, label, hang tag, product packaging, or shelf tag for the Product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the text of the warning, in a size no smaller than the height of the word "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 legally compliant warning under Proposition 65 and its implementing regulations.

(c) Foreign Languages. Additionally, if "consumer information," as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c) as it

may be amended from time to time, is provided in a language other than English, the warning will be provided in that language in addition to English.

(d) Online Sales. If Haleon sells Products via an internet website it controls to consumers located in California, the warning requirements of this section shall be satisfied if the foregoing warning appears either: (a) on the same web page on which a Product is displayed and/or described; (b) on the same page as the price for the Products; (c) on one or more web pages displayed to a California purchaser prior to completion of purchase during the checkout process; or (d) via a hyperlink taking the customer to a separate page containing the warning language, provided that the hyperlink appears on the same page as either the product description or product price are displayed, or appears prior to completion of the sale at checkout. Alternatively, a symbol consisting of a black exclamation point in a yellow or white equilateral triangle may appear adjacent to or immediately following the display, description, price, or checkout listing of the Products; if the warning statement appears elsewhere on the same web page in a manner that clearly associates it with the product(s) to which the warning applies.

(e) If Proposition 65 warnings for PFOS should no longer be required for the Products, Haleon shall have no further obligations pursuant to this Settlement Agreement.

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

In settlement of all the claims referred to in this Settlement Agreement, Haleon shall pay a total of $500 in civil penalties in accordance with this Section. The penalty payment will be allocated in accordance with California Health & Safety Code section 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 Alliance. Alliance's counsel shall be solely responsible for distributing the civil penalty to OEHHA and Alliance as set forth in this agreement.

4. REIMBURSEMENT OF FEES AND COSTS

The Parties reached an accord on the compensation due to Alliance and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Haleon shall reimburse Alliance's counsel for fees and costs incurred because of investigating and bringing this matter to Haleon's attention. Haleon shall pay Alliance's counsel $15,000 for all attorneys' fees, expert and investigation fees, and related costs associated with this matter and the Notice.

5. PAYMENT INFORMATION

Within thirty (30) days after the Effective Date, Haleon shall make a total payment of Fifteen Thousand Five Hundred Dollars ($15,500) for the civil penalties and attorney's fees and costs by check payable to "Custodio & Dubey LLP, client trust account" and sent to: Custodio & Dubey LLP, c/o Vineet Dubey, 718 S. Hill St., Suite 500, Los Angeles, CA 90014.

Custodio & Dubey LLP shall be solely responsible for allocating the payments to each payee pursuant to Sections 3 and 4 of this Settlement Agreement. Other than this payment, each side is to bear its own attorneys' fees and costs.

6. RELEASE OF ALL CLAIMS

6.1. Release of Haleon, 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, Alliance, in its individual capacity and

in its representative capacity acting in the public interest under Health & Safety Code section 25249.7(d), on behalf of its past and current agents, representatives, attorneys, successors and/or assignees, hereby waive all rights to institute or participate in, directly or indirectly, any form of legal action and fully and finally releases all claims relating to the Products allegedly distributed by Haleon up through the Compliance Date, 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, including but not limited to Proposition 65 claims and claims arising from PFOS, PFOA, and any other per- or polyfluoroalkyl substance (PFAS) or other listed chemical in or on the Products (collectively "Claims"), against the following persons and entities (a) Haleon and all of its subsidiaries and affiliates; and (b) each entity from whom Haleon procures the Products, and each entity to whom Haleon directly or indirectly formerly or currently distributes, sells, offers for sale or licenses Products, including, but not limited to, Walmart, Inc., GlaxoSmithKline LLC, McLane Company, Inc., and Cardinal Health, Inc., together with GSK plc, Haleon US Holdings LLC (formerly known as GlaxoSmithKline Consumer Healthcare Holdings (US) LLC), Haleon plc, Haleon US Services Inc., and each of their respective predecessors in interest with respect to the Product, and their respective subsidiaries and affiliates, as well as any and all other distributors, wholesalers, vendors, licensors, licensees, auctioneers, retailers, franchisees, Haleon's directors, shareholders, cooperative members, customers, owners, purchasers, users; and (c) in the case of both (a) and (b) herein, each of their respective parent companies, corporate affiliates, subsidiaries, divisions, related entities, predecessors, successors, and assigns, as well as their respective officers, directors, members, attorneys, representatives, shareholders, agents, and

employees, and sister and parent entities (collectively "Releasees"). Alliance and its counsel further covenant that they will not serve any further Proposition 65 notice or bring any action against any Releasee concerning the Products for conduct occurring on or before the Compliance Date.

In further consideration of the promises and agreements herein contained, Alliance on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees hereby waive any and all rights it may have to institute or participate in, directly or indirectly, any form of legal action and releases all claims against Haleon and Releasees including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but not exclusively, investigation fees, expert fees and attorney fees arising under Proposition 65 or any other statute, regulation, or common law theory with respect to the alleged failure to warn under Proposition 65 related to the covered Product.

Alliance also, in its personal capacity, 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 up through the Compliance Date, against Haleon and the Releasees. Alliance acknowledges that it is familiar with California Civil Code section 1542, 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.

Alliance, in its personal capacity only, and on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees 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 California 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 that it may lawfully waive such rights or benefits pertaining to the released matters up through the Compliance Date.

6.2. Haleon Release of Alliance

Haleon waives any and all claims against Alliance, its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Alliance and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter, and/or with respect to the Products up through the Effective Date.

7. 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. If Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Haleon shall have no further obligations pursuant to this Settlement Agreement. The warning obligations in this Settlement Agreement do not apply to Products that are not sold in California or to California consumers.

8. 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) first-

class, (registered or certified mail) return receipt requested; (ii) email; or (iii) overnight courier on any party by the other party at the following addresses:

For Haleon:
Casey G. Watkins, Esq.
Ballard Spahr
700 East Gate Drive, Suite 330
Mount Laurel, NJ 08054

watkinsc@ballardspahr.com

For Alliance:
Vineet Dubey, Esq.
Custodio & Dubey LLP
718 S. Hill St., Suite 500
Los Angeles, CA 90014

dubey@cd-lawyers.com

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

9. 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.

10. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)

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

11. 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, negotiations, commitments and understandings. No other agreements, oral or otherwise, exist to bind either of the Parties.

12. MODIFICATION AND ENFORCEMENT

This Settlement Agreement may be modified only by a written agreement signed by the Parties. This Settlement Agreement is enforceable solely by the Parties hereto. If one Party alleges the other Party is in breach, the Parties shall confer in good faith to address the allegation. No suit may be filed until such informal dispute resolution efforts are completed which efforts shall include at least one videoconference meeting.

13. 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:	**AGREED TO:**
Date: October 8, 2026	Date: October 20, 2026
By: _____	By: _____
On Behalf of Ecological Alliance, LLC	Haleon US Inc.