

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) between Environmental Research Center, Inc. (“ERC”) and Formulation Factory LLC (“Formulation Factory”) is effective on the date on which it is fully executed by the Parties and the signature pages have been exchanged by counsel (“Effective Date”). ERC and Formulation Factory are referred to individually as a “Party” and collectively as the “Parties.” The Parties agree as follows:

1. This matter arises out of the Notice of Violation of California Health & Safety Code §25249.5, *et seq.* (also known as “Proposition 65”) that ERC served on Formulation Factory on November 21, 2025 (the “Notice”) with regard to the following products identified below (referred to as the “Covered Products”):

- **Formulation Factory Crown of Glory 10-in-1 Follicle Maximizer**
- **Formulation Factory Self Obsessed 10-in-1 Masculinity Maximizer**
- **Formulation Factory She's Obsessed 10-in-1 Balance Maximizer**
- **Formulation Factory Boss Mode 10-in-1 Mind Maximizer**

Formulation Factory expressly denies that the Covered Products contain any Prop. 65 chemicals at levels requiring a warning, but prefers to resolve this matter amicably, rather than engage in litigation.

2. The Parties enter into this Agreement in order to fully resolve all claims, demands, and allegations regarding the Notice and for the purpose of avoiding prolonged litigation. 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. This Section shall not diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under this Agreement.

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 Effective Date, Formulation Factory 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 Covered Product which exposes a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead per day unless such Covered Product meets the warning requirements under Section 3.2 (using the test method specified herein). Covered Products already in the “Stream of Commerce” (as defined below) on the Effective Date are expressly subject to the release set forth in Paragraph 6.2. For purposes of this Agreement, the term “Stream of Commerce” means that the Covered Products

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have been manufactured and labeled for sale and are no longer in the possession of or under the control of Formulation Factory.

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 Formulation Factory 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 lead¹ 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 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 Formulation Factory is required to provide a warning pursuant to Section 3.1, any one of the following warning options must be utilized (“Warning”):

OPTION 1:

WARNING: Consuming this product can expose you to chemicals including Lead and lead compounds which 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 lead compounds, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food.

OPTION 3:

WARNING: Risk of cancer and reproductive harm from exposure to Lead and lead compounds. See www.P65Warnings.ca.gov/food.

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.

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

¹ All references to “lead” herein also include lead compounds.

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addition, for any Covered Product that Formulation Factory is Distributing into the State of California as a result of sales over the internet, the Warning shall be provided either (1) on the Covered Product's primary display page by including the Warning or a clearly marked hyperlink, using the word "**WARNING**" or the words "**CA WARNING**" or "**CALIFORNIA WARNING**" in all capital and bold letters, that links to a page prominently displaying the Warning without content that detracts from the Warning or (2) by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. If the Warning is provided on the checkout page when a California delivery address is indicated for any purchase of any Covered Product, an asterisk or other identifying method must be utilized to identify which product on the checkout page is subject to the Warning. A Warning is not prominently displayed if the purchaser has to search for it in the general content of the website.

If Formulation Factory utilizes either the Option 2 or Option 3 Warning, the Warning shall be in at least 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.

Formulation Factory 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 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.

3.3 Conforming Covered Products

A Conforming Covered Product is a Covered Product for which 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, and that is not known by Formulation Factory to contain other chemicals that violate Proposition 65's safe harbor thresholds.

3.4 Testing and Quality Control Methodology

3.4.1 Subject to Section 3.4.7, beginning within one year of the Effective Date through three (3) years after the Effective Date (the "ERC Testing Duration"), Formulation Factory shall arrange for lead testing of the Covered Products at least once a year for a minimum of the ERC Testing Duration by arranging for testing of two (2) randomly selected samples of the Covered Products, in the form intended for sale to the end-user, which

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Formulation Factory intends to Distribute into the State of California. If tests conducted pursuant to this Section demonstrate that no Warning is required for the Covered Products through the end of the ERC Testing Duration, then the testing requirements of this Section will no longer be required as to the Covered Products.

3.4.2 For purposes of measuring the “Daily Lead Exposure Level,” the highest lead detection result of the two (2) randomly selected samples of the Covered Products will be controlling.

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.

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 Formulation Factory’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, Formulation Factory shall deliver lab reports obtained pursuant to Section 3.4, and related documentation, to ERC. Formulation Factory shall retain all such lab reports and related documentation for a period of three (3) years from the date of each test. Any request by ERC for lab reports and related documentation shall be made prior to the expiration of the three (3)-year time period identified in this section 3.4.6.

3.4.7 The testing and reporting requirements of Section 3.4 do not apply to any Covered Product for which Formulation Factory has provided the Warning specified in Section 3.2 continuously and uninterrupted after the Effective Date. However, in the event Formulation Factory ceases to provide the Warning specified in Section 3.2, it may only do so after it has tested such Covered Product in compliance with Sections 3.4.3 and 3.4.4, and Formulation Factory shall be required to comply with the testing requirements of Section 3.4 immediately after ceasing to provide the Warning unless Formulation Factory 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

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meets the 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 or other chemicals that is permissible in consumer products under Proposition 65.

4. Formulation Factory shall make a total payment of \$45,000.00 ("Total Settlement Amount") by wire transfer to ERC's account within 15 days of the Effective Date ("Due Date"), for which ERC will give Formulation Factory the necessary account information. The Total Settlement Amount shall be allocated as follows:

a. \$19,000.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$14,250.00) 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% (\$4,750.00) of the civil penalty.

b. \$2,424.78 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this matter to Formulation Factory's attention and negotiating a settlement.

c. \$23,575.22 shall be distributed to ERC for its in-house legal fees.

d. In the event that Formulation Factory fails to remit the Total Settlement Amount owed under Section 4 of this Agreement on or before the Due Date, Formulation Factory shall be deemed to be in material breach of its obligations under this Agreement. ERC shall provide written notice of the delinquency to Formulation Factory via electronic mail. If Formulation Factory fails to deliver the Total Settlement Amount within five days from the written notice, the Total Settlement Amount 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 Formulation Factory and/or the Released Parties (as defined in Section 6.1) shall be suspended and waived during the period of time that transpires until the Total Settlement Amount is paid in full. Additionally, Formulation Factory agrees to pay ERC's reasonable attorneys' fees and costs for any efforts to collect the payment due under this Agreement.

5. Except as expressly set forth in Section 4, the Parties shall bear their own costs, expenses, and attorneys' fees related to the Notice.

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 Formulation Factory and its respective officers, directors, shareholders, employees, agents, owners, parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers (not including private label customers of Formulation Factory), 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").

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6.2 ERC, on behalf of itself only, hereby fully releases and discharges the Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses 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 failure to provide Proposition 65 warnings on the Covered Products regarding lead up to and including the Effective Date.

6.3 ERC, on its own behalf only, and Formulation Factory on its own behalf only, 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 Notice up to and including the Effective 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, arising out of the facts alleged in the Notice, and relating to the Covered Products, will develop or be discovered. ERC, on behalf of itself only, and Formulation Factory, on behalf of itself only, acknowledge that this Agreement is expressly intended to cover and include all such claims up to and including the Effective Date, including all rights of action therefor. ERC and Formulation Factory 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:

(i) 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.

ERC, on behalf of itself only, and Formulation Factory, on behalf of itself only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 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 lead in the Covered Products as set forth in the Notice.

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 Formulation Factory's products other than the Covered Products.

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

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8. It is Formulation Factory's understanding that the commitments it has agreed to herein, and actions to be taken by Formulation Factory 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 Formulation Factory 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 Formulation Factory's alleged failure to provide a warning concerning actual or alleged exposure to lead 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 Formulation Factory is in material compliance with this Settlement Agreement.

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, Inc.
3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
Tel: (619) 500-3090
Email: chris.heptinstall@erc501c3.org

With a copy to:
Charles W. Poss
Environmental Research Center, Inc.
3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
Ph: (619) 500-3090
Email: charles.poss@erc501c3.org

FOR FORMULATION FACTORY LLC:

Kyle Armour
Formulation Factory LLC
30 N. Gould Street, Suite R
Sheridan, WY 82801
Email: kylearmour@formulationfactory.com

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With a copy to:
Sherry E. Jackman
Sedina L. Banks
Greenberg Glusker LLP
2049 Century Park East, Suite 2600
Los Angeles, CA 90067
Phone: (310) 201-7526
Email: sjackman@greenbergglusker.com
Email: sbanks@greenbergglusker.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 requested by the California Attorney General, or any other governmental agency, regarding the Notice, the settlement, and this Agreement.

11. This Agreement contains the entire agreement between the Parties with regard to settlement of the Notice, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the Notice 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 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; provided, however, that if such invalid, illegal, or unenforceable provision, term, or section materially and adversely affects the essential rights, obligations, or consideration of either Party under this Agreement, the Parties shall negotiate in good faith to replace the affected provision with a valid and enforceable provision that preserves, to the maximum extent possible, the original intent of the Parties. If the Parties are unable to agree on a replacement provision within a reasonable period of time, either Party may terminate this Agreement, subject to the other Party's right to seek judicial intervention, including but not limited to, filing an action for breach (or anticipatory breach) of the Agreement or for other relief available to that Party as a result of

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the termination of the Agreement.

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 Notice and the terms and conditions of this Agreement or have made the decision not to consult with an attorney regarding the Notice 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. ERC shall be entitled to recover its reasonable attorneys' fees and costs that are necessary and required to enforce the Agreement 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.

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.

20. In the event that the Office of Environmental Health Hazard Assessment ("OEHHA") promulgates one or more final and binding regulations requiring or permitting Proposition 65 warning text and/or methods of transmission, specifically applicable to the Covered Products and the chemical at issue, which are different from or in addition to those set forth in this Agreement, Formulation Factory shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed presumptively in breach of this Agreement, subject to ERC's right to seek judicial intervention challenging the applicability of OEHHA's regulation to this Agreement, the Covered Products, and/or the chemical at issue and challenging Formulation Factory's right to cease complying with the terms of this Agreement, including but not limited to, filing an action for breach (or anticipatory breach) of the Agreement or for other relief available to ERC. If final and binding regulations or legislation are enacted providing that Proposition 65 warnings as to the Covered Products are no longer required, a lack of warning will not thereafter be considered a presumptive breach of this Agreement, subject to ERC's right to seek judicial intervention challenging the applicability such final regulation or legislation to this Agreement, the Covered Products, and/or the chemical at issue and challenging Formulation Factory's right to cease complying with the terms of this Agreement, including but not limited to, filing an action for breach (or anticipatory breach) of the Agreement or for other relief available to ERC.


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21. If ERC alleges that any Covered Product fails to qualify as a Conforming Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall inform Formulation Factory in a reasonably prompt manner of its test results, including information sufficient to permit Formulation Factory to identify the Covered Products at issue. Formulation Factory shall, within thirty (30) days following such notice, either (1) bring the Covered Products into compliance and provide sufficient documentation of same to ERC or (2) provide ERC with testing information from an independent third-party laboratory meeting the requirements of Sections 3.4.3 and 3.4.4 and any other necessary information or documentation demonstrating Formulation Factory's compliance with the Agreement. The Parties shall first attempt to resolve the matter prior to ERC taking any further legal action.

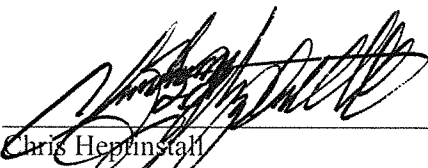
DATED: May 4, 2026

FORMULATION FACTORY LLC

By: 
Name: Kyle Armour
Title: CEO

DATED: 5/5/26

ENVIRONMENTAL RESEARCH CENTER, INC.

By: 
Chris Hepinstall
Executive Director

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