SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between Dennis Johnson ("Johnson") and Quest USA Corp. ("Quest USA"), with Johnson and Quest USA each individually referred to as a "Party" and collectively as the "Parties." Johnson is an individual residing in the State of California who seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances used in consumer products. Johnson alleges that Quest USA is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code section 25249.6 *et seq.* ("Proposition 65").

1.2 General Allegations

Johnson alleges that Quest USA manufactures, sells, and/or distributes for sale in California, portable chargers with USB cords containing lead. Lead is listed pursuant to Proposition 65 as a chemical known to cause birth defects and other reproductive harm. Johnson alleges that Quest USA failed to provide the health hazard warning required by Proposition 65 for exposures to lead.

1.3 Product Description

The products covered by this Settlement Agreement are specifically defined as, and limited to, the *Squishable Powerbank; UPC: 1 98926 00171 0,* that are manufactured, sold, or distributed for sale in California by Quest USA (hereinafter referred to as "Products").

1.4 Notice of Violation

On January 30, 2026, Johnson served Quest USA, Five Below, Inc., and the requisite public enforcement agencies with a 60-Day Notice of Violation, alleging that the notice recipients violated Proposition 65 by failing to warn customers and consumers

in California of the health hazards associated with exposures to lead from the Products. No public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

1.5 No Admission

Quest USA denies the material, factual, and legal allegations contained in the Notice and maintains that all of the products that it has sold and distributed in California, including the Products, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Quest USA of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Quest USA of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Quest USA. This Section shall not, however, diminish or otherwise affect Quest USA's obligations, responsibilities, and duties under this Settlement Agreement.

1.6 Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall mean October 15, 2026.

2. INJUNCTIVE RELIEF

2.1 Reformulation/Warning Commitment

As of the Effective Date, Quest USA shall not manufacture, import, distribute, sell or offer the Products for sale in the State of California unless: (i) the Products are Reformulated Products pursuant to Section 2.2; or (ii) Quest USA provides a clear and reasonable warning pursuant to Section 2.3. The Parties agree and intend that Quest USA's compliance with the terms of this Settlement Agreement shall constitute compliance by Quest USA with Proposition 65 with respect to exposures to Lead from the Products.

2.2 Reformulated Products.

"Reformulated Products" are defined as those Products that: (a) contain no more than 90 parts per million ("ppm") lead in any accessible component of the Product when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3050B or equivalent methodologies utilized by federal or state agencies for the purpose of determining lead content in a solid substance; and (b) yield no more than 1.0 microgram of lead on any surface sampled and analyzed pursuant to the NIOSH 9100 testing protocol.

2.3 Warnings.

To the extent that Products manufactured, imported, or otherwise acquired by Quest USA after the Effective Date do not meet the standard for Reformulated Products, a clear and reasonable warning shall be provided, as set forth herein.

2.3.1 Warning Content. For purposes of this Settlement Agreement, the parties agree that a clear and reasonable warning shall consist of one of the following warning statements:

> ⚠ **WARNING**: Risk of reproductive harm from exposure to lead. See www.P65Warnings.ca.gov
>
> OR
>
> ⚠ **WARNING**: Can expose you to lead, a reproductive toxicant. See www.P65Warnings.ca.gov
>
> OR
>
> ⚠ **WARNING**: This product can expose you to chemicals including lead, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

The above warning statements must print the word "**WARNING:**" in all capital letters and in bold font, followed by a colon. The warning symbol to the left of the word "**WARNING:**" must be a black exclamation point in a yellow equilateral triangle with a black outline, except that if the sign or label for the Products does not use the color

yellow, the symbol may be in black and white. The symbol must be in a size no smaller than the height of the word "**WARNING:**".

2.3.2 Method of Transmission

Product Labeling. Quest USA shall affix one of the foregoing warning statements to the packaging, labeling or directly to a specific Product. The warning statement shall be affixed to the Product, Products' packaging or labeling and placed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. Where the short-form warning statement is provided on the label, the entire warning must be in a type size no smaller than the largest type size used for other consumer information on the product label. In no case shall the short-form warning statement appear in a type size smaller than six-point type.

Internet. In addition to the product labeling, where Quest USA offers Products to California customers via its own proprietary internet website or any third-party website over which Quest USA has control, Quest USA shall provide a clear and reasonable internet web page warning to customers located in California. The warning statement shall appear either: (i) on the same web page on which a Product is displayed and/or described; (ii) on the same page as the price for the Product; or (iii) on one or more web pages displayed to a California purchaser prior to completion of the checkout process. Alternatively, the warning statement shall be provided using a clearly marked hyperlink using the word "WARNING" on the product display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. If the product label warning is provided using the short-form warning statement, the warning provided on the website may use the same content. A warning is not prominently displayed if the purchaser must search for it in the general content of the website. Where Quest USA does not have control over the content of third-party internet sellers, Quest USA shall provide such sellers with written notice, in accordance with Title 27,

California Code of Regulations, Section 25600.2, of their warning obligations. Third-party internet sellers who receive notice pursuant to Section 25600.2 and fail to provide a clear and reasonable Proposition 65 warning pursuant to this section, shall not be deemed in compliance with this Settlement Agreement and shall not receive any benefit or protection afforded hereunder with respect to Products sold by such sellers without the required warning after receipt of such notice; provided, however, that such failure shall not constitute a breach by Quest USA or affect the releases provided to any other entity under Sections 4.1 and 4.2 for claims arising on or before the Effective Date.

Catalog. In addition to the product labeling, if Quest USA sells Products via its own proprietary catalog or any third-party catalogue over which Quest USA has control, to customers located in California, one of the foregoing warnings statements must also be provided in the catalog in a manner that clearly associates it with the *specific* item being purchased. The catalog warning statement shall be placed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase. If a short-form warning is being provided on the label, the warning provided in the catalog may use the same content. Where Quest USA does not have control over the content of third-party catalog sellers, Quest USA shall provide such sellers with written notice, in accordance with Title 27, California Code of Regulations, Section 25600.2, of their warning obligations. Third-party catalog sellers who receive notice pursuant to Section 25600.2 and fail to provide a clear and reasonable Proposition 65 warning pursuant to this section, shall not be deemed in compliance with this Settlement Agreement and shall not receive any benefit or protection afforded hereunder with respect to Products sold by such sellers without the required warning after receipt of such notice; provided, however, that such failure shall not constitute a breach by Quest USA or affect the releases provided to any other entity under Sections 4.1 and 4.2 for claims arising on or before the Effective Date.

Languages. Where a label or tag used to provide a warning statement includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English.

2.3.3 Safe Harbor Warnings. The parties acknowledge that the warnings required by this section are not the exclusive methods of providing Proposition 65 warnings and agree that Quest USA may utilize "safe harbor" warning language and methods promulgated by the Office of Environmental Health Hazard Assessment and contained in 27 CCR §§ 25602-25603, applicable to lead and the Products, in effect on or after the Effective Date, without being deemed in breach of this Settlement Agreement.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payment

Pursuant to Health and Safety Code section 25249.7(b)(2), and as consideration for the releases contained in Sections 4.1 and 4.2 below, Quest USA agrees to pay $1,400 in civil penalties no later than the later of: (i) the Effective Date; or (ii) ten (10) calendar days after Quest USA receives a copy of this Settlement Agreement executed by Johnson and the IRS Forms W-9 required under Section 3.3 and, if payment is to be made by wire transfer, the applicable wire instructions. The penalty payment will be allocated in accordance with California Health and Safety Code section 25249.12(c)(1) & (d), with 75% of the penalty amount remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty amount paid to Johnson. Quest USA shall make its payment by check or wire transfer in accordance with Section 3.3. If payment is made by check, Quest USA shall issue two checks as follows: (1) "OEHHA" in the amount of $1,050; and (2) "Dennis Johnson" in the amount of $350. If payment is made by wire transfer, the civil penalty payment shall be allocated, and distributed by Johnson's counsel in the same amounts in accordance with Section 3.3.

3.2 Attorneys' Fees and Costs

The Parties acknowledge that Johnson and his counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to his counsel, thereby leaving the issue to be resolved after the material terms of the agreement had been settled. Shortly after the other settlement terms had been reached, Quest USA expressed a desire to resolve Johnson's fees and costs. The Parties reached an accord on the compensation due to Johnson's counsel under general contract principles and the private attorney general doctrine codified at Code of Civil Procedure section 1021.5 for all work performed in this matter. Under these legal principles, Quest USA agrees to pay $15,100, by check or wire transfer in accordance with Section 3.3, no later than the later of: (i) the Effective Date; or (ii) ten (10) calendar days after Quest USA receives a copy of this Settlement Agreement executed by Johnson and the applicable IRS Form W-9 and, if payment is to be made by wire transfer, the applicable wire instructions. This payment shall fully satisfy all claims by Johnson or his counsel for fees and costs incurred investigating, bringing this matter to the attention of Quest USA's management, and negotiating a settlement.

3.3 Payment Address and Tax Documentation

All checks under this Settlement Agreement shall be delivered to the following address and shall, thereafter, be delivered by Johnson to the respective payees:

Voorhees & Bailey, LLP
27 Pine Street; Suite 50
New Canaan, CT 06840

In lieu of payment by checks, Quest USA may make a single payment in the amount of $16,500 by wire transfer to Voorhees & Bailey, LLP's trust account pursuant to wire instructions provided in writing by Voorhees & Bailey, LLP. Voorhees & Bailey, LLP shall then allocate the appropriate amounts to OEHHA, Dennis Johnson, and Voorhees & Bailey, LLP in accordance with this Settlement Agreement.

Johnson shall provide IRS W-9 forms for: (i) "Office of Environmental Health Hazard Assessment", (ii) Dennis Johnson, and (iii) Voorhees & Bailey, LLP. Quest USA shall issue complete IRS 1099 forms to each payee for their respective payment amount, including an IRS 1099-MISC form to Johnson.

4. CLAIMS COVERED AND RELEASED

4.1 Johnson's Release of Proposition 65 Claims

Johnson acting on his own behalf, and not on behalf of the public, releases Quest USA, its parents, subsidiaries, affiliated entities under common ownership, directors, officers, agents, employees, attorneys, and each entity to whom Quest USA directly or indirectly distributes or sells the Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers, including, but not limited to, Five Below, Inc., franchisees, cooperative members, importers, and licensees (collectively, "Releasees"), from all claims for violations of Proposition 65 through the Effective Date based on unwarned exposures to lead in the Products. The Parties understand and agree that this Section 4.1 release shall not extend upstream to any entities that manufactured the Products or any component parts thereof, or any distributors or suppliers who sold the Products or any component parts thereof to Quest USA.

4.2 Johnson's Individual Release of Claims

Johnson, in his individual capacity only and not in his representative capacity, provides a 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 Johnson of any nature, character, or kind, whether known or unknown, suspected or unsuspected, including but not limited to all failure to warn claims, arising out of alleged or actual exposures to lead in the Products manufactured, imported, distributed, or sold by Quest USA prior to the Effective Date. The Parties understand and agree that this Section 4.2 release shall not extend upstream to any entities that manufactured the Products, or any

component parts thereof, or any distributors or suppliers who sold the Products, or any component parts thereof to Quest USA. Nothing in this Section affects Johnson's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Quest USA's Products. The obligations created by this Settlement Agreement are excluded from and shall survive this release.

4.3 Quest USA's Release of Johnson

Quest USA, on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against Johnson and his attorneys and other representatives, for any and all actions taken or statements made by Johnson and his attorneys and other representatives, whether in the course of investigating claims, seeking to enforce Proposition 65 against it in this matter, or with respect to the Products. This release shall not apply to claims arising from a breach of, or brought to enforce, this Settlement Agreement.

4.4 Covenant Not to Sue For Released Claims

Johnson and his counsel covenant not to initiate, maintain, prosecute, or knowingly assist any claim against any Releasee concerning lead in the Products that is within the scope of the releases in Sections 4.1 or 4.2. This Settlement Agreement may be pleaded as a complete defense to any such claim. This covenant does not apply to an action brought solely to enforce this Settlement Agreement and for violations thereof.

Further Johnson, on behalf of himself and not in his representative capacity, represents and warrants that as of his execution of this Settlement Agreement, he: (i) is unaware of any additional claims against Quest USA or the Releasees related to the Products other than those addressed in this Agreement; (ii) is unaware of, and has not been informed of, any other individual, plaintiff, class member, entity, or attorney that intends to bring a claim against Quest USA or the Releasees regarding the Products; and (iii) has no present intention to solicit others to initiate claims against Quest or the Releasees with regard to the Products. Johnson and his counsel represent and warrant

that they have not assigned or otherwise transferred, or attempted to assign or transfer, any other Proposition 65 claims against Quest USA or the Releasees concerning the presence of lead in the Products.

4.5 Waiver of Unknown Claims

With respect to the claims released under Section 4.2, Johnson expressly waives all rights and benefits conferred by California Civil Code section 1542, which provides:

> 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.

Johnson acknowledges that he may later discover facts or claims different from or in addition to those now known or believed to exist, but intends the release in Section 4.2 to remain fully effective notwithstanding any such discovery.

4.6 Public Benefit

It is the Parties' understanding that the commitments agreed to herein, and actions to be taken by Quest USA under this Settlement Agreement, confer a significant benefit to the general public. 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 Quest USA's alleged failure to provide a warning concerning actual or alleged exposure to lead for the 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 Products addressed in this Settlement Agreement, provided Quest USA remains in compliance with this Settlement Agreement.

5. SEVERABILITY

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

6. 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. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Quest USA may provide written notice to Johnson of any asserted change in the law and shall have no further injunctive obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Products are so affected.

7. NOTICE

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

For Quest USA:

Gregory Kenyota
Bochner PLLC
1040 Avenue of the Americas; 15th Floor
New York, NY 10018

For Johnson:

Dennis Johnson
c/o Voorhees & Bailey, LLP
Proposition 65 Coordinator
27 Pine Street; Suite 50
New Canaan, CT 06840

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

8. COUNTERPARTS; FACSIMILE SIGNATURES

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

9. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

Johnson and his attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code section 25249.7(f).

10. MODIFICATION

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

11. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof.

12. NOTICE AND OPPORTUNITY TO CURE

Before asserting any breach of this Settlement Agreement, within 180 days of the Effective Date, the asserting Party shall provide written notice describing the alleged breach in reasonable detail. The receiving Party shall have thirty (30) calendar days after receipt of the notice to cure the alleged breach. No enforcement action may be commenced unless the required notice has been provided and the alleged breach remains uncured after expiration of the cure period.

13. BINDING EFFECT; THIRD-PARTY BENEFICIARIES

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Releasees are intended third-party beneficiaries of Sections 2 and 4 and may enforce those provisions.

14. AUTHORIZATION

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

AGREED TO:

Date: 10/21/2026

By: _____
DENNIS JOHNSON

AGREED TO:

Date: 10-26-2026

By: _____
QUEST USA CORP.

ACKNOWLEDGED AND AGREED WITH RESPECT TO THE OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES EXPRESSLY APPLICABLE TO JOHNSON'S COUNSEL UNDER THIS SETTLEMENT AGREEMENT:

VOORHEES & BAILEY, LLP

Date: November 3, 2026

By: _____
Name: Troy Bailey
Title: Partner