

PROPOSITION 65 SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties

This Settlement Agreement (“Agreement”) is entered into by and between Keep America Safe and Beautiful (“KASB”) and Intedge Industries Inc. (“Intedge”), with KASB and Intedge each individually referred to as a “Party” and, collectively, the “Parties.” KASB is a California-based non-profit organization proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are disclosed in or eliminated from consumer products sold in California. Intedge is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Description

KASB alleges that Intedge manufactures, imports, sells, and distributes for sale, in and into California, insulated vinyl food carriers containing diisononyl phthalate (“DINP”), including, but not limited to, the *Insulated Food Carrier (Vinyl), Wine Item: INTG-IFC-1*, without providing the health hazard warning KASB alleges is required by California Health & Safety Code § 25249.5 *et seq.* (“Proposition 65”). All such insulated vinyl food carriers are referred to, hereinafter, as the “Products.” DINP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer.

1.3 Notice of Violation

On February 10, 2026, KASB served Intedge, the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation (“Notice”), alleging Intedge violated Proposition 65 by failing to warn its customers and consumers in California that its Products can expose users to DINP. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the Notice.

1.4 No Admission

Intedge denies the factual and legal allegations contained in the Notice and maintains that all products it has sold or distributed for sale in California, including the Products, have

been, and are, in compliance with all laws. Nothing in this Agreement shall constitute or be construed as, nor shall compliance with this Agreement constitute or be construed as, an admission by Intedge of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect Intedge's obligations, responsibilities, and duties under this Agreement.

1.5 Effective Date

For purposes of this Agreement, "Effective Date" shall mean the date this Agreement is fully executed by all Parties.

1.6 Compliance Date

For purposes of this Agreement, "Compliance Date" shall mean thirty (30) days after the Effective Date.

2. INJUNCTIVE RELIEF: REFORMULATION, WITHDRAW & NOTIFICATION

2.1 Reformulation or Warning Commitment

Commencing by the Compliance Date and continuing thereafter, all Products Intedge manufactures, imports, sells, ships, or distributes for sale in or into California, directly or through one or more third party retailers or e-commerce marketplaces, shall meet the Reformulation Standard for Reformulated Products, as defined by Section 2.2, or be accompanied by a clear and reasonable warning pursuant to Section 2.3. This term shall not apply to Products already in the stream of commerce on the Compliance Date.

2.2 Reformulation Standard

For purposes of this Agreement, "Reformulated Products" are defined as Products which contain diisononyl phthalate ("DINP") in a maximum concentration of less than 0.1 percent (1,000 parts per million) in any "accessible component" (i.e., any component that may be touched during a reasonably foreseeable use) when analyzed by a laboratory certified or accredited by the State of California, the National Environmental Laboratory Accreditation Program, similar nationally recognized accrediting organization, or a member accreditation body of the International Laboratory Accreditation Cooperation ("ILAC"). For purposes of

compliance with this reformulation standard, testing samples shall be prepared and extracted using Consumer Product Safety Commission (“CPSC”) methodology CPSCCH-C1001.09.4- and analyzed using U.S. Environmental Protection Agency methodology 8270D, or other methodologies utilized by federal or state government agencies to determine phthalate content in a solid substance.

2.3 Clear and Reasonable Warnings

Commencing by the Compliance Date, Intedge shall provide a clear and reasonable warning for all Products, that are not Reformulated Products, provided for sale to consumers in California in accordance with this Section pursuant to Title 27 California Code of Regulations § 25600, et seq. Intedge shall provide one of the following warning statements or a warning pursuant to Cal. Code Regs. tit. 27 § 25603 as it may be amended in the future. Each warning shall be prominently 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 before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies.

(a) Warnings

Option 1:

⚠WARNING: This product can expose you to diisononyl phthalate (DINP), which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

Option 2:

⚠WARNING: Risk of cancer from exposure to diisononyl phthalate (DINP). See www.P65Warnings.ca.gov.

Option 3:

⚠WARNING: Can expose you to diisononyl phthalate (DINP), a carcinogen. See www.P65Warnings.ca.gov.

Option 4: The following warning statement may be used on Products manufactured and labeled prior to January 1, 2028:

⚠WARNING: Cancer - www.P65Warnings.ca.gov.

(b) Foreign Language Requirement.

Where a consumer product sign, label or shelf tag used to provide a warning includes “consumer information” as the term is defined in Title 27 California Code of Regulations § 25600.1(c) in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

(c) On-Product Warnings.

Intedge shall affix a warning to the Product label or otherwise directly on Products it knows are provided for sale to consumers located in California and to customers it knows have retail outlets in California, or e-commerce platforms it knows will sell the Products into California. For the purpose of this agreement, “Product label” means a display of written, printed, or graphic material printed on or affixed to each of the Products or its immediate container or wrapper. A warning provided pursuant to section 2.3(a) must print the word “WARNING:” in all capital letters and in bold font. 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 if the labeling does not use the color yellow, the symbol may be in black and white. The entire warning shall be set off from other surrounding information, enclosed in a box and appear in at least 6-point type.

(d) Internet Warnings.

For all Products Intedge knows will be sold in or into California through third-party websites and over which Intedge has the ability to control the application of warnings, Intedge shall additionally prominently display the warning to customers on the internet website prior to purchase or during the checkout process such that the consumer does not have to seek out the information being provided. The warning or a clearly marked hyperlink to the warning using the word “WARNING” and given in conjunction with the sale of the Products via the internet, shall appear either: (a) on the same web page the Products are displayed; (b) on the same web page as the virtual cart displaying the Products; (c) on the same page as the price for the Products; or (d) on one or more web pages displayed to a purchaser during the checkout process. If the on-

Product Warning is one of the warning statements set forth in Options 2-4 in Section 2.3(a), the Internet Warning may use the corresponding warning statement.

When Intedge sells, ships, or distributes Products to third-party retailers or e-commerce marketplaces that it knows will sell Products to California consumers, Intedge will provide a warning on the Product label or labeling pursuant to Section 2.3(c). For Products sold or transferred by Intedge directly to a third-party business, Intedge will also provide notice directly to such business that the Products must be accompanied by a warning prior to sale in or into California and will supply to such business the Internet warning requirements under this Agreement as a condition of sale of the Products. Intedge shall have no obligation under this Agreement to provide notice or warning materials directly to any retailer, e-commerce marketplace, distributor, reseller or other business to which Intedge does not directly sell or transfer the Products.

(e) Compliance with Future Proposition 65 Requirements.

Notwithstanding any other provision of this Agreement, Intedge shall not be deemed to be in breach of this Agreement with respect to any Product that complies with Proposition 65 and its implementing regulations, as amended or otherwise modified after the Effective Date.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Intedge agrees to pay a civil penalty of \$2,500 within thirty (30) days of the Effective Date. Intedge's civil penalty payment will be allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining twenty-five percent (25%) retained by KASB. Intedge shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of \$1,875; and (b) "Seven Hills LLP in Trust for KASB" in the amount of \$625. KASB's counsel shall deliver to OEHHA and KASB their respective portion of the penalty payment.

3.2 Reimbursement of Attorneys' Fees and Costs

KASB and its counsel offered to resolve the allegations in the Notice without reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of reimbursement to be paid to KASB's counsel, under general contract principles and the private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution and reporting of this Agreement to the Office of the California Attorney General. Within thirty (30) days of the Effective Date, Intedge agrees to issue a check in the amount of \$17,000 payable to "Seven Hills LLP" for all fees and costs incurred investigating, bringing this matter to Intedge's attention, negotiating a settlement in the public interest, and reporting its terms to Office of the California Attorney General pursuant to Section 9.

3.3 Payments

All payments payable and due under this Agreement shall be delivered to KASB's counsel at following address:

Laralei Paras
Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Release of Intedge

This Agreement is a full, final and binding resolution between KASB, as an individual and *not* on behalf of the public, and Intedge, of any violation of Proposition 65 that was or could have been asserted by KASB on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, against Intedge, and each of its past and current parents, subsidiaries, affiliated entities under common ownership, including directors, officers, employees, attorneys, and each entity to whom Intedge directly or indirectly distributes or sells Products, including, but not limited to, downstream distributors, wholesalers, customers,

retailers, franchisees, cooperative members, and licensees (collectively, “Releasees”), based on their failure to warn arising under Proposition 65 about alleged exposures to DINP contained in the Products that were manufactured, distributed, sold and/or offered for sale by Intedge in California before the Compliance Date, as alleged in the Notice.

In further consideration of the promises and agreements herein contained, KASB as an individual and *not* on behalf of the public, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all of KASB’s rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that KASB may have, 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 exclusively, investigation fees, expert fees, and attorneys’ fees arising under Proposition 65 with respect to DINP in the Products manufactured, distributed, sold and/or offered for sale by Intedge, before the Compliance Date (collectively, “Claims”), against Intedge and Releasees.

The Parties further understand and agree that this Section 4.1 release shall not extend to Releasees who have been instructed by Intedge pursuant to Section 2.3(d) to provide a warning on Products that are not Reformulated Products and have failed to do so. Nothing in this Section affects KASB’s right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Intedge’s Products.

4.2 Intedge’s Release of KASB

Intedge on behalf of itself, its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by KASB and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

4.3 California Civil Code Section 1542

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Products will develop or be discovered. KASB on behalf of itself only, on one hand, and Intedge on behalf of itself only, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims up through the Compliance Date. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 may include unknown claims, and nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads 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.

KASB and Intedge each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

5. PUBLIC BENEFIT

It is Intedge's understanding that the commitments it has agreed to herein, and actions taken by Intedge under this 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 Intedge that to the extent any other private party serves a notice of violation and/or initiates an action alleging a violation of Proposition 65 with respect to Intedge's alleged failure to provide a warning concerning actual or alleged exposure to DINP such private party action would not confer a significant benefit on the general public as to the Products addressed in this Agreement, provided that Intedge is in material compliance with this Agreement. To the extent that any such notice of violation and/or action is initiated by any other private party, KASB

covenants to make best efforts to support Intedge in seeking withdrawal or dismissal (respectively).

6. SEVERABILITY

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

7. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. Nothing in this Agreement shall be interpreted to relieve Intedge from its obligation to comply with any pertinent state or federal law or regulation.

8. ENFORCEMENT

If KASB alleges that Intedge has failed to comply with this Agreement, prior to filing an action or a notice of violation as to Intedge or any Releasee, KASB shall first provide Intedge sixty (60) days' advance written notice of the alleged violation(s). KASB shall provide testing results, and photographs of the Product and its packaging for the Product at issue. The Parties shall meet and confer during such sixty (60) day period in an effort to resolve the matter informally without the need for a new sixty (60) day notice of violation or litigation. If the matter is not resolved within sixty (60) days, KASB can file a new notice of violation.

9. NOTICE

Unless specified herein, all correspondence and notice required by this Agreement shall be in writing and sent by: (i) personal delivery; (ii) first-class registered or certified mail, return receipt requested; (iii) validly addressed e-mail; or (iv) a recognized overnight courier to any Party by the other at the following addresses:

For Intedge:

For KASB:

Matthew L. Abbot
Procopio, Cory, Hargreaves & Savitch LLP
525 B Street, Suite 2200
San Diego, CA 92101
matthew.abbot@procopio.com

Laralei Paras, Partner
Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111
laralei@sevenhillsllp.com

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

10. COUNTERPARTS AND PDF SIGNATURES

This Agreement may be executed in counterparts and by 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.

11. COMPLIANCE WITH REPORTING REQUIREMENTS

KASB and its counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

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, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement have been made by any Party hereto. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

13. MODIFICATION

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

14. AUTHORIZATION

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

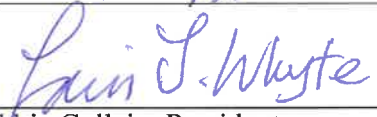
AGREED TO:

Date: 9/24/2026

By: 
Lance Nguyen, CEO
Keep America Safe and Beautiful

AGREED TO:

Date: 9/23/26

By: 
~~Debbie Colleio, President~~
Intedge Industries Inc. / IFG.
IAIN J. WHYTE
CEO.