SETTLEMENT AND RELEASE AGREEMENT

Center for Consumer Safety ("CCS"), a California Corporation, and Ekkovision LLC ("Ekkovision"), a New Jersey limited liability company, enter into this Settlement and Release Agreement ("Agreement") to resolve CCS's allegation that Ekkovision has violated the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 *et seq*. and its implementing regulations ("Proposition 65"), pursuant to CCS's and Ekkovision (collectively, the "Parties") Recitals and Terms set forth below.

RECITALS

WHEREAS CCS seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer products; and

WHEREAS CCS alleges that Ekkovision is a person in the course of doing business for purposes of Proposition 65; and

WHEREAS Ekkovision manufactures, sells, and/or distributes for sale in the State of California, and elsewhere, a product known as Ekkolyte Electrolytes and Minerals Powder, 50 mg Vitamin C & 155 mg Magnesium, Lemon Lime, B0DQQ9B2NV (the "Product"); and

WHEREAS CCS purchased an exemplar of the Product on Amazon and, upon testing it, alleges that the Product contains lead and does not include adequate warnings in violation of Proposition 65; and

WHEREAS on May 28, 2026, CCS served Ekkovision, Amazon.com Services LLC, and the requisite public enforcement agencies with a 60-Day Notice of Violation, entitled "60-Day Notice of Violation of California Safe Drinking Water and Toxic Enforcement Act (Proposition 65)" ("Notice"); and

WHEREAS no public enforcer has commenced or is prosecuting the allegations set forth in the Notice; and

WHEREFOR the Parties have agreed to enter into this Agreement for the purpose of avoiding the cost and inconvenience associated with litigating CCS's claims against Ekkovision, pursuant to the following:

TERMS

1. GENERAL MATTERS

1.1. Product Description.

The products covered by this Agreement (the "Covered Product," used interchangeably herein with the "Product" and "Products") are defined as Ekkovision Ekkolyte Electrolyte and Mineral Powder that Ekkovision manufactured, sold, or distributed in California as identified in the Notice.

1.2. No Admission.

Ekkovision denies the material, factual, and legal allegations contained in the Notice and maintains that the units of Product it has sold and distributed in California have been, and are, in compliance with all laws. Nothing in this Agreement shall be construed as an admission by Ekkovision of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance

with this Agreement constitute or be construed as an admission by Ekkovision of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Ekkovision.

This Section shall not, however, diminish or otherwise affect Ekkovision's obligations, responsibilities, and duties under this Agreement.

1.3. Effective Date.

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

2. INJUNCTIVE RELIEF

2.1. Reformulation Standard

Beginning on or before the 30th day following the Effective Date, Ekkovision shall be permanently enjoined from manufacturing, distributing, or directly selling in the State of California any Covered Product that results in a "Maximum Allowable Dose Level" ("MADL") exceeding 0.5 µg/day per person, unless the product complies with the warning requirements set forth in Section 2.2. The MADL shall be calculated by multiplying the recommended serving size of the Covered Product by its Lead concentration.

2.2. Clear and Reasonable Warning

As an alternative to Section 2.1, beginning on or before the Effective Date, Ekkovision shall label all units of the Products manufactured for sale in California and shall be in compliance with the requirements of the California Code of Regulations, Title 27, Article 6, Clear and Reasonable Warning Requirements §§ 25601-25602, 25607.1 and 25607.2. Ekkovision shall display the following warning statement on the website and on packaging according to Sections 2.3 and 2.4 below:

(a) **Warning**. The "Warning" shall consist of the statements:

"**WARNING:**" [or] "**CA WARNING:**" [or] "**CALIFORNIA WARNING:**" Consuming 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/food.

(b) **Alternative Warning**:

Ekkovision may, but is not required to, use the alternative short-form warning as set forth in this § 2.2(b) ("**Alternative Warning**") as follows:

1. "**WARNING:**" [or] "**CA WARNING:**" [or] "**CALIFORNIA WARNING:**" Risk of reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

OR

2. "**WARNING:**" [or] "**CA WARNING:**" [or] "**CALIFORNIA WARNING:**" Can expose you to lead, a reproductive toxicant. See www.P65Warnings.ca.gov/food.

OR

3. **WARNING:** Reproductive Harm - www.P65Warnings.ca.gov/food.

Where the third form may be used for a Covered Product manufactured or labeled prior to January 1, 2028, regardless of the date of sale.

2.3. E-Commerce.

The warning shall be posted on websites where Ekkovision offers Products for sale to consumers in California. This Section shall be satisfied if the Warnings or Alternative Warnings, or a clearly marked hyperlink using the word "WARNING" or the words "CA WARNING" or "CALIFORNIA WARNING" appears on the product display page, or by otherwise prominently displaying the warnings to the purchaser prior to completing the purchase. To comply with this Section, Ekkovision shall (a) post the Warnings on its own U.S. website and, if it has the ability to do so, on the websites of its third-party internet sellers; and (b) if it does not have the ability to post the Warnings on the websites of its third-party internet sellers, provide such sellers with written notice as laid out in California Health and Safety Code § 25600.2(b).

2.4. Packaging Requirements.

Ekkovision shall print or affix the warning statements to the packaging of the Products in accordance with Section 2.2. The Warnings shall be affixed to, displayed, or printed on the Products' packaging or labeling, or on a place card, shelf tag, sign or electronic device or automatic process, provided that the Warnings are displayed with such conspicuousness, as compared with other words, statements, or designs as to render them likely to be read understood by an ordinary individual under customary condition of purchase or use. The Warnings may be contained in the same section of the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning the use of the Products.

2.5. Compliance with Warning Regulations.

Ekkovision shall be deemed to be in compliance with Proposition 65 and this Agreement by either adhering to Section 2 of this Agreement or by complying with warning regulations adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") applicable to the Products and the exposures at issue.

2.6. Grace Period for Existing Inventory of Products

The injunctive requirements of Section 2 shall not apply to Products that are already in the stream of commerce as of the Effective Date, which Products are expressly subject to the releases provided in Section 4 of this Settlement Agreement.

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

In settlement of all claims referred to in this Agreement, Ekkovision shall pay a total of $28,000.00, of which $2,500.00 shall be paid as a Civil Penalty in accordance with this Section and $25,500.00 shall be paid as fees and costs under Section 3.2. The Civil Penalty payment shall be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Penalty remitted to OEHHA and the remaining 25% of the Penalty remitted to CCS. The Civil Penalty payments shall be delivered to the addresses identified in Section 3.3 below. For all amounts due and owing that are not sent within three (3) business days of the payment times set forth below, Ekkovision shall pay a late civil penalty payment fee equal to $100/day to be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) and (d). For purposes of this Section 3, the date of payment shall be: (a) for payment by check, money order, or other physical instrument sent by mail, the date of tender to the U.S. Postal Service for delivery by Priority Mail, or tender to UPS or FedEx for delivery by a service that provides shipment tracking, in each case with a tracking number sufficient to verify the date of mailing or shipment and the delivery status; (b) for payment delivered by hand, the date of actual receipt by CCS; and

(c) for payment by electronic funds transfer, the date on which the payment is initiated by Ekkovision, as evidenced by the transaction confirmation. Ekkovision shall provide CCS with the applicable tracking number and shipment confirmation by email within one (1) business day after mailing or shipment of any payment made by check, money order, or other physical instrument. Notwithstanding the foregoing, if any payment is lost, misdirected, or not delivered to the designated recipient, Ekkovision shall, promptly upon receiving written notice thereof, take reasonable steps to trace such payment and, if necessary, cancel and reissue the payment at no additional cost to CCS or its counsel. Ekkovision shall not incur late payment penalties solely as a result of a delay attributable to the carrier or a third-party responsible for the electronic funds transfer, provided that Ekkovision timely dispatched the payment in accordance with this Section and promptly complies with its obligations under this paragraph.

3.1. Civil Penalty.

The $2,500.00 Civil Penalty shall be paid from the first installment due October 19, 2026. Ekkovision shall issue two (2) separate checks: one payable to "OEHHA" in the amount of $1,875.00 and one payable to "Center for Consumer Safety" in the amount of $625.00. The Civil Penalty payments shall be delivered to the addresses identified in Section 3.3 below.

3.2. Reimbursement of Fees and Costs.

The Parties reached an accord on the compensation due to CCS and its counsel under the general contract principle and the private attorney general doctrine and principles codified at California Code of Civil Procedure § 1021.5, for all work performed through the Effective Date. Under these legal principles, Ekkovision shall reimburse CCS's counsel for fees and costs incurred as a result of investigating and bringing this matter to the attention of Ekkovision and negotiating a settlement in the public interest. Ekkovision shall pay "Tusan Law, P.C." a total of $25,500.00 for fees and costs: $6,500.00 from the first installment due October 19, 2026; $9,000.00 from the second installment due November 12, 2026; and $10,000.00 from the third installment due December 16, 2026. Payments shall be delivered to the address identified in § 3.3 below. If Ekkovision does not make payment within three (3) business days of the due date for such payment, Ekkovision shall be responsible for the attorney's fees and costs incurred in pursuing any outstanding payments.

3.3. Payment Procedures.

Ekkovision shall pay the $28,000.00 settlement amount in three installments: $9,000.00 due October 19, 2026; $9,000.00 due November 12, 2026; and $10,000.00 due December 16, 2026. The first installment shall consist of the $2,500.00 Civil Penalty described in § 3.1 and $6,500.00 toward fees and costs described in § 3.2. The second and third installments shall be applied entirely to the remaining fees and costs. Payments shall be delivered as follows:

a. All payments owed to CCS under § 3.1 and to Tusan Law, P.C. under § 3.2 shall be delivered to the following payment address:

Christina Tusan
Tusan Law, P.C.
2629 Foothill Blvd., #159
La Crescenta, CA 91214

b. All payments owed to OEHHA (EIN: 68-0284486), pursuant to § 3.1 above shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at the following address:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

c. Copy of Payments to OEHHA. Ekkovision agrees to provide CCS's counsel with a copy of the check payable to OEHHA, simultaneously with its penalty payment to CCS, to be delivered to the address provided in § 3.3, as proof of payment to OEHHA.

d. Tax Documentation.

Tusan Law, P.C. shall provide an IRS W-9 form for each payee under this Agreement. The Parties acknowledge Ekkovision cannot issue the Settlement Payment until Ekkovision receives the requisite W-9 forms from counsel. The Parties further acknowledge that they will cooperate in good faith to extend Ekkovision payment deadline as set forth this Section 3, if counsel fails timely to provide the requisite W-9 tax forms to Ekkovision.

The Parties acknowledge that no representations have been made by the other Party regarding the taxability of all or any portion of this Agreement. The Parties hereby acknowledge that they have had the opportunity to seek independent advice regarding the tax consequences of this Agreement and accept each responsibility for satisfaction of their own tax obligation(s) and/or liability(ies) that may result from this Agreement.

4. RELEASE OF ALL CLAIMS

4.1. Release of Ekkovision, Downstream Customers and Upstream Vendors

CCS, for itself and on behalf of all persons claiming by, through or under it, including without limitation, CCS's past and current heirs, agents, representatives, attorney, successors, and/or assignees (collectively, the "Releasors"), hereby releases, acquits, and forever discharges (i) Ekkovision, and its members, owners, officers, insurers, agents, representatives, contractors, affiliates, subsidiaries, successors, and assigns and all persons acting by, through, under, or in concert with any of them; (ii) all downstream entities engaged in the distribution chain of the Products, including, but not limited to, distributors, wholesalers, vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, third-party re-sellers, and users, including Amazon.com Services LLC; and (iii) all employees, agents, representatives, indemnitees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors, and assigns of the entities described in subsections (i) and (ii) hereof (the persons and entities described in subparagraphs (i) through (iii) of this section 4.1 shall be collectively referred to herein as the "Releasees"), of and from any and all claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or of any relationship, acts, omissions, misfeasance, malfeasance, causes of action, defenses, offsets, debts, sums of money, accounts, compensation, contracts, controversies, promises, damages, costs, losses and expenses, of every type, kind, nature, description, or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length (collectively, "Claims"), that the Releasor now has or may

acquire against the Releasees as of the Effective Date in any way arising out of, connected with, or related to the Dispute, the Notice, and/or the Covered Products (each, a "Released Claim" and collectively, the "Released Claims"). For purpose of this Section, and in compliance with Section 2.6 above, the Released Claims shall apply to all Products already in the stream of commerce as of the Effective Date.

The Releasors acknowledge that they may hereafter discover facts, claims, or defenses in addition to or different from those that they now know or believe to be true with respect to the Released Claims. The Releasors agree that the release in this Section 4.1 shall be and remain effective in all respects notwithstanding any such additional or different facts, claims, or defenses. The Releasors expressly assume the risk of any and all unknown, unanticipated, or misunderstood Claims released under this Section 4.1. With respect to the Released Claims, the Releasors waive and release all rights and benefits they might otherwise have under California Civil Code § 1542 and under any similar statute, rule, or doctrine of any other jurisdiction. For the avoidance of doubt, the release in this Section 4.1 does not extend to any third-party manufacturer of the Covered Products or their component ingredients, or to any upstream supplier or distributor of the Covered Products or their component ingredients to Ekkovision, other than an entity in which Ekkovision or Emtiaz Uddin holds a majority of the voting stock or other equity interests.

Notwithstanding the foregoing, the Release does not relieve the Released Parties of their duty to fulfill their obligations, conditions, covenants, warranties, and representations under this Agreement.

4.2. Ekkovision Release of Center for Consumer Safety

Ekkovision, 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 Center for Consumer Safety and its 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 Product, except claims arising from CCS' breach of this Agreement.

Ekkovision acknowledges that it may hereafter discover facts, claims, or defenses in addition to or different from those that it now knows or believes to be true with respect to the claims released under Section 4.2. Ekkovision agrees that the release in Section 4.2 shall remain effective in all respects notwithstanding any such additional or different facts, claims, or defenses. Ekkovision expressly assumes the risk of any and all unknown, unanticipated, or misunderstood claims released under Section 4.2. With respect to such released claims, Ekkovision waives and releases all rights and benefits it might otherwise have under California Civil Code § 1542 and under any similar statute, rule, or doctrine of any other jurisdiction. Ekkovision further waives any defense to the validity or scope of the release provided in Section 4.2 based solely upon the subsequent discovery of facts, claims, or defenses that were unknown, unanticipated, or misunderstood at the time of execution of this Agreement.

5. GOVERNING LAW

The terms of this Agreement shall be governed by the law of the State of California and shall 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 Ekkovision shall provide written notice to CCS of any asserted change in the law and shall have no further obligations pursuant to this Agreement with respect to the Product that is affected.

This Agreement is enforceable solely by the Parties hereto.

6. COMMUNICATIONS

Unless otherwise specified herein, all correspondences and notices required to be provided pursuant to this Agreement shall be in writing and sent by electronic email or priority mail as follows:

For: EKKOVISION

Emtiaz Uddin
Ekkovision LLC
14065 S Main St., Suite 100
Houston, TX 77085

With a copy to:

Kastrick Law
10855 W Dodge Road, Suite 220
Omaha, Nebraska 68154

For: Center for Consumer Safety:

Christina Tusan
Tusan Law, P.C.
2629 Foothill Blvd., #159
La Crescenta, CA 91214

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

7. ENTIRE AGREEMENT

This 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 any of the Parties.

8. SEVERABILITY & MODIFICATION

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

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

9. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but when taken together shall constitute one and the same agreement, with the same effect as if the signatures were placed on one original. This Agreement may be executed by electronic signature.

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

CCS agrees to comply with the reporting requirements referenced in Health & Safety Code § 25249.7(f), and will provide evidence thereof to Ekkovision within five (5) days of its compliance.

11. AUTHORIZATION

Each Party represents that its signatory to this Settlement Agreement has full legal authority to enter into and legally bind it to the terms herein. Each Party further represents that it has read, understood, and agreed to all of the terms and conditions of this Settlement Agreement.

12. CONFIDENTIALITY

12.1 Confidential Information.

CCS agrees that the existence and terms of this Agreement, the amount of any payment made under it, and all negotiations, communications, and documents exchanged in connection with it (collectively, the "Confidential Information") are strictly confidential. CCS shall not disclose, publish, or communicate any Confidential Information to any person or entity, directly or indirectly, including through social media or any other public forum other than: (i) to the extent expressly required by applicable law, regulation, or court order; (ii) to CCS' attorneys, accountants, tax advisors, each of whom shall first be informed of and agree to be bound by this Section; (iii) to any taxing authority as required; and (iv) in any proceeding to enforce this Agreement, provided that CCS shall seek to file such information under seal to the extent permitted. Notwithstanding the foregoing, CCS shall not be deemed to have breached this Section as a result of any inadvertent disclosure of Confidential Information, provided that CCS makes all practicable efforts to remedy such disclosure within five (5) business days after receiving notice thereof from Ekkovision or otherwise becoming aware of such disclosure, whichever occurs first.

12.2 Response to Inquiries.

If anyone asks about the dispute or this Agreement, CCS shall state only that "the matter has been resolved" or words to that effect, and nothing more.

12.3 Survival.

This Section survives the performance, termination, or expiration of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Settlement and Release Agreement to be duly executed, effective as of the Effective Date first set forth above.

AGREED TO:

Date: 10/14/2026

By: Christina Tusan
Center for Consumer Safety

AGREED TO:

Date: 10/14/26

By: _____
Ekkovision LLC