

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") between Environmental Research Center, Inc. ("ERC") and MOM Enterprises, LLC, individually and dba Mommy's Bliss ("MOM Enterprises") is effective on the date on which it is fully executed ("Effective Date"). ERC and MOM Enterprises are referred to individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. This matter arises out of ERC's Notice of Violation of California Health & Safety Code §25249.5, *et seq.* (also known as "Proposition 65") served on MOM Enterprises on June 26, 2026 (the "Notice") with regard to the following product identified below (referred to as the "Covered Product"):

- **Mommy's Bliss Postnatal Lactation Hydration Drink Tablets Berry Acai Flavor
10 Effervescent Tablets**

1.1 By signing this Agreement MOM Enterprises represents and confirms that the Covered Product has been discontinued and is no longer manufactured, marketed, or offered for sale by MOM Enterprises.

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. MOM Enterprises denies the material factual and legal allegations contained in the Notice, disputes that the Covered Product required a warning under Proposition 65, and maintains that the Covered Product has at all times complied with Proposition 65. MOM Enterprises further contends that testing of the Covered Product conducted by or on behalf of MOM Enterprises did not detect lead at levels that would require a warning under Proposition 65. Nothing in this Agreement shall be construed as an admission of the Parties or by any of their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers 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 or by any of their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or violation of law. Nothing in this Agreement or any document referred to herein 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.

2.1 Except as expressly set forth herein, nothing in this Agreement shall prejudice, waive, or impair any right, remedy, argument, or defense MOM Enterprises may have in any current or future legal proceeding unrelated to this Agreement.

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3. COMMITMENTS REGARDING THE COVERED PRODUCT

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 In addition to the payment set forth in Section 4, MOM Enterprises agrees that, beginning on the Effective Date, it shall not manufacture or resume manufacturing the Covered Product for sale in the State of California, Distribute the Covered Product into the State of California, or directly sell the Covered Product in the State of California (such actions collectively referred to as "California Sales Practices"). After the Effective Date, if MOM Enterprises wishes to engage in California Sales Practices with respect to the Covered Product, MOM Enterprises shall first arrange for testing of the Covered Product in compliance with Section 3.4 to determine whether the Covered Product is a Conforming Covered Product. If such testing shows that the Covered Product is not a Conforming Covered Product, MOM Enterprises shall, before any such engagement in California Sales Practices with respect to the Covered Product, either (a) reformulate the Covered Product so that it is a Conforming Covered Product, as confirmed by testing pursuant to Section 3.4, or (b) provide a written warning in compliance with Proposition 65 pursuant to Section 3.2.

3.1.1 As used in this Agreement, the term "Distribute 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 MOM Enterprises knows 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 lead 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 MOM Enterprises resumes or engages in California Sales Practices with respect to the Covered Product after the Effective Date and is required to provide a warning pursuant to Section 3.1, one of the following warnings must be utilized ("Warning"):

OPTION 1:

WARNING: Consuming this product can expose you to chemicals including lead which is [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.

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OPTION 2:

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

OPTION 3:

WARNING: Can expose you to lead, a [carcinogen and] reproductive toxicant. 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. MOM Enterprises shall use the phrase “cancer and” in the Option 1 and Option 2 Warnings and the phrase “carcinogen and” in the Option 3 Warning (each phrase being referred to individually as a “Cancer Phrase”) only if the “Daily Lead Exposure Level” is greater than 15 micrograms of lead as determined pursuant to the quality control methodology set forth in Section 3.4 or if MOM Enterprises has reason to believe that another Proposition 65 chemical is present at a level requiring the cancer warning. If there is a chemical present at a level that requires a cancer warning, the chemical requiring use of the Cancer Phrase in the Warning shall always be identified.

The Warning shall be securely affixed to or printed upon the label of the Covered Product, and it must be set off from other surrounding information and enclosed in a box. In addition, for any Covered Product sold over the internet, the Warning shall appear on the checkout page when a California delivery address is indicated for any purchase of the Covered Product. An asterisk or other identifying method must be utilized to identify which product on the checkout page is subject to the Warning. In no event shall any internet or website Warning be contained in or made through a link.

The Warning shall be at least the same size as the largest of any other health or safety warnings also appearing on the website or on the label and in no event less than 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.

MOM Enterprises 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 the 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 the Covered Product or its immediate container or

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wrapper.

The requirements of Section 3 of this Agreement shall not apply to Covered Products that are “already in the stream of commerce” as of the Effective Date, which Covered Products are expressly subject to the releases provided in Section 6 of this Agreement. For purposes of this Agreement, the term “already in the stream of commerce” means that Covered Products have been put into final packaging for consumer sale and are no longer in the possession of or under the control of MOM Enterprises.

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 testing methodology described in Section 3.4, and that is not known by MOM Enterprises to contain other chemicals that violate Proposition 65’s safe harbor thresholds

3.3.1 The Parties agree that MOM Enterprises shall be deemed to be in compliance with this Agreement by either adhering to Section 3 of this Agreement or by complying with warning regulations adopted by the State of California’s OEHHA applicable to the Covered Product and the exposures at issue.

3.4 Testing Methodology

3.4.1 Subject to Sections 3.4.7 and 3.4.8, if MOM Enterprises resumes or engages in California Sales Practices with respect to the Covered Product after the Effective Date, MOM Enterprises shall do so in compliance with Section 3.4.7. Thereafter, beginning within one year of the date that California Sales Practices resume or begin, MOM Enterprises shall arrange for lead testing of the Covered Product at least once a year for a minimum of five (5) consecutive years by arranging for testing of three (3) randomly selected samples of the Covered Product, in the form intended for sale to the end-user, which MOM Enterprises intends to sell or is manufacturing for sale in California, directly selling to a consumer in California or “Distributing into the State of California.” If tests conducted pursuant to this Section demonstrate that no Warning is required for the Covered Product during each of the five (5) consecutive years, then the testing requirements of this Section will no longer be required as to the Covered Product. However, if during or after the five-year testing period, MOM Enterprises changes ingredient suppliers for the Covered Product and/or reformulates the Covered Product, MOM Enterprises shall test the Covered Product annually for at least four (4) consecutive years after such change is made.

3.4.2 For purposes of measuring the “Daily Lead Exposure Level,” the highest lead detection result of the three (3) randomly selected samples of the Covered Product will be controlling.

3.4.3 All testing pursuant to this Agreement shall be performed using a

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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.

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 MOM Enterprises' ability to conduct, or require that others conduct, additional testing of the Covered Product, including the raw materials used in their manufacture.

3.4.6 If MOM Enterprises conducts testing pursuant to this Section 3.4, then within thirty (30) days of ERC's written request, MOM Enterprises shall deliver lab reports obtained pursuant to Section 3.4, and related documentation, to ERC. MOM Enterprises shall retain all such lab reports and related documentation for a period of five 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 five-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 and are not required during any period in which MOM Enterprises has ceased production of the Covered Product and is engaged in California Sales Practices with respect to the Covered Product. However, in the event MOM Enterprises resumes or engages in California Sales Practices with respect to the Covered Product after the Effective Date, MOM Enterprises shall first test the Covered Product in compliance with Section 3.4 to determine whether a Warning is required and immediately thereafter (or as soon as practicable) begin complying with the testing requirements of this Section 3.4 with respect to the Covered Product.

3.4.8 The testing requirements of Section 3.4 do not apply to any Covered Product for which MOM Enterprises provides a Warning pursuant to Section 3.2 continuously and without interruption from the date MOM Enterprises resumes or engages in California Sales Practices with respect to the Covered Product. If MOM Enterprises elects to cease providing a Warning for the Covered Product, MOM Enterprises may only do so after testing confirms that the Covered Product is a Conforming Covered Product, and MOM Enterprises shall thereafter comply with the testing requirements of Section 3.4.

3.5 Nothing in Section 3 of this Agreement shall prevent or preclude ERC from obtaining and relying upon its own testing for purposes, including enforcement in the event MOM Enterprises and resumed or begun engaging in California Sales Practices, so long as such testing 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.

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4. SETTLEMENT PAYMENT

4.1 In full satisfaction of all potential civil penalties, additional settlement payments, attorney's fees, and costs, MOM Enterprises shall make a total payment of \$25,000.00 ("Total Settlement Amount") by wire transfer to ERC's account within 10 days of the Effective Date ("Due Date"), for which ERC will give MOM Enterprises the necessary account information and and its current Form W-9. The Total Settlement Amount shall be allocated as follows:

a. \$4,000.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$3,000.00) 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% (\$1,000.00) of the civil penalty.

b. \$1,058.49 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this matter to MOM Enterprises' attention and negotiating a settlement.

c. \$19,941.51 shall be distributed to ERC for its in-house legal fees.

d. In the event that MOM Enterprises fails to remit the Total Settlement Amount owed under Section 4 of this Agreement on or before the Due Date, MOM Enterprises shall be deemed to be in material breach of its obligations under this Agreement. ERC shall provide written notice of the delinquency to MOM Enterprises via electronic mail to MOM Enterprises and its counsel at the email addresses set forth in Section 9. If MOM Enterprises 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 MOM Enterprises 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, MOM Enterprises 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, the Parties' negotiations, and this Agreement.

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 MOM Enterprises and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers (not including private label customers of MOM Enterprises), 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 and its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, and assigns 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 purchase, handling, use, exposure to, or consumption of the Covered Product, as to any alleged violations of Proposition 65 or its implementing regulations arising from the failure to provide Proposition 65 warnings on the Covered Product up to and including the Effective Date, and as to any matters asserted or which could have been asserted in the Notice, up to and including the Effective Date.

6.3 ERC, on its own behalf only, and MOM Enterprises 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 Product, will develop or be discovered. ERC, on behalf of itself only, and MOM Enterprises, 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 MOM Enterprises 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:

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 MOM Enterprises, 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 Product 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 MOM Enterprises' products other than the Covered Product.

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6.7 This Agreement shall have no application to any Covered Product that is distributed or sold exclusively outside the State of California and that is not used by California consumers.

7. Nothing herein shall be construed as diminishing MOM Enterprises' continuing obligations to comply with Proposition 65.

8. Without admitting any violation of Proposition 65, MOM Enterprises intends that the commitments set forth in this Agreement address the allegations in the Notice. As such, it is the intent of MOM Enterprises 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 MOM Enterprises' alleged failure to provide a warning concerning actual or alleged exposure to lead prior to use of the Covered Product 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 the Covered Product addressed in this Agreement, provided that MOM Enterprises is in material compliance with this 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
Ph: (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 MOM ENTERPRISES, LLC, individually and dba MOMMY'S BLISS:

Greg Ryan, CFO
MOM Enterprises, LLC
1001 Canal Blvd., Suite A0
Richmond, CA 94804
Ph: (877) 457-4955
Email: gryan@mommysbliss.com

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With a copy to:
Emily Goldberg Knox
Jones Day - One Firm Worldwide
555 California Street, 26th Floor
San Francisco, CA 94104
Ph: (415) 875-5815
Email: egoldbergknox@jonesday.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 reasonably requested by the California Attorney General, or any other governmental agency, regarding the Notice, the settlement, and this Agreement. ERC agrees to designate any sale or testing information so provided as confidential to the extent permitted by law and consistent with the Parties' Confidentiality Agreement, executed on September 4, 2026.

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.

12. In the event that Proposition 65, either as a whole or as applicable to the Covered Product or lead, is repealed or preempted, or new or different safe harbor levels are established as applicable to the Covered Product, or any provision of this Agreement is rendered inapplicable or no longer required as to the Covered Product by any final statute, regulation, or decision of the California Supreme Court or United States Supreme Court, MOM Enterprises may provide written notice to ERC of the asserted change in law, and the Parties shall meet and confer in good faith regarding a corresponding modification of the terms of this Agreement.

13. 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.

14. 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.

15. 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.

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16. 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.

16.1 If a dispute arises with respect to either Party's compliance with the terms of this Agreement, the Parties shall meet and confer either in person, via remote meeting, by telephone, or in writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand.

17. 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.

18. 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.

19. 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.

20. 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.

Signatures on Following Page

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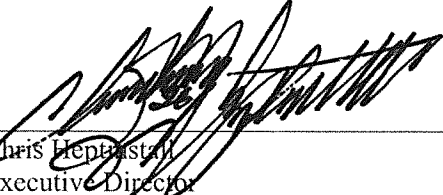
DATED: 10/20/26

MOM ENTERPRISES, LLC, individually and dba
MOMMY'S BLISS

By: 
Greg Ryan
CFO

DATED: 10/21/26

ENVIRONMENTAL RESEARCH CENTER, INC.

By: 
Chris Hepburn
Executive Director

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