SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1. Clean Product Advocates, LLC and Zoup! Specialty Products, LLC

This Settlement Agreement is entered into by and between Clean Products Advocates, LLC ("CPA"), on the one hand, and Zoup! Specialty Products, LLC ("Zoup"), on the other hand, with CPA and Zoup each individually referred to as a "Party" and collectively referred to as the "Parties." CPA alleges that Zoup 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 § 25249.6 *et seq.* ("Proposition 65").

1.2. General Allegations

CPA alleges that Zoup manufactures, sells, and/or distributes for sale in the State of California certain products that contain Cadmium and/or Lead without first providing users and consumers of the products with a clear and reasonable warning as required by Proposition 65. California has identified and listed cadmium and lead under Proposition 65 as chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm. Zoup denies all allegations asserted by CPA.

1.3. Product Description

The products that are covered by this Settlement Agreement are defined as Zoup Fresh Soup Company soups, including but not limited to Butternut Squash Soup With Brown Butter & Sage Made With Savory Veggie Broth, UPC # 855868002174 (the "Products") manufactured, imported, distributed, offered for sale and/or sold in the State of California by Zoup and/or Releasees as defined herein.

1.4. Notice of Violation

On or around August 5, 2026, CPA issued to Zoup! Specialty Products, LLC; Sprouts Farmers Market, LLC and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California a document entitled "60-Day Notice of Violation" ("Notice"). The Notice provided Zoup and such public enforcers with notice of allegations that Zoup violated Proposition 65 by failing to sufficiently warn consumers in the State of California concerning potential exposure to Cadmium and/or Lead from the Products. To the

best of the Parties' knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice.

1.5. No Admission

Zoup denies the material factual and legal allegations contained in the Notice and maintains that all products it manufactures, sells, sold, and/or distributed in the State of California, including the Products, have been and are in compliance with all laws, including Proposition 65. Zoup maintains that it has not knowingly distributed, imported, manufactured, sold or caused to be distributed, imported, manufactured, or sold the Products in violation of Proposition 65. Nothing in this Settlement Agreement shall be construed as an admission by Zoup or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, marketplace hosts, or retailers of any fact, finding, issue of law, or violation of law; and compliance with this Settlement Agreement shall not constitute or be construed as an admission by Zoup or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, marketplace hosts, or retailers of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Zoup. However, nothing in this Section 1.5 shall diminish or otherwise affect the obligations, responsibilities, and duties under this Settlement Agreement.

1.6. Effective Date

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

1.7 Compliance Date

For purposes of this Settlement Agreement, the term "Compliance Date" shall mean ninety days (90) after the Effective Date.

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

As of the Compliance Date, Zoup, at its sole discretion, agrees to either (a) cease selling, offering for sale or distributing the Products in California, (b) manufacture, import, or otherwise source for authorized sale in California only Reformulated Products, as defined pursuant to Section 2.1 below, or (c) provide a clear and reasonable Proposition 65 warning on the Products pursuant to Section 2.2 below.

2.1. Reformulation Standards

"Reformulated Products" shall mean Products that expose a person to no more than 0.5 micrograms of Lead per day, and no more than 4.1 micrograms of Cadmium per day, as calculated below.

For purposes of this Settlement Agreement, a person's daily exposure to Cadmium from a Product shall be calculated as follows: micrograms of Cadmium per gram of Product, multiplied by the grams of Product per serving (using the average serving size appearing on the Product label if there are multiple serving sizes listed), multiplied by the number of servings per day (using the average number of servings recommended on the Product label if there are multiple dosages listed), which equals micrograms of Cadmium exposure per day. If the Product label contains no recommended daily servings, then the number of recommended daily servings shall be one (1).

For purposes of this Settlement Agreement, a person's daily exposure to Lead from a Covered Product shall be calculated in the same manner: micrograms of Lead per gram of Product, multiplied by the grams of Product per serving (using the average serving size appearing on the Product label if there are multiple serving sizes listed), multiplied by the number of servings per day (using the average number of servings recommended on the Product label if there are multiple dosages listed), which equals micrograms of Lead exposure per day. If the Product label contains no recommended daily servings, then the number of recommended daily servings shall be one (1).

Nothing in Section 2 of this Settlement Agreement is intended by either Party to set a precedent for the level of Lead, Cadmium, or other chemicals that are permissible in the Products or any consumer products under Proposition 65.

2.2. Warning Option

Commencing on the Compliance Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 2.2 and 2.3 must be provided for all Products that Zoup manufactures, imports, sells, offers for sale, or "distributes for sale in California" that is not a Reformulated Product. No Proposition 65 warning shall be required for any Products that are supplied or contracted to be supplied to third parties by Zoup prior to 6 months after the Effective Date, and all such Products are hereby deemed to be exempt from Proposition 65 enforcement.

2.3. Warning Language

A clear and reasonable exposure Warning must be provided for Product(s) that do not qualify as Reformulated Products under Section 2.1 and that Zoup distributes into the State of California after the Compliance Date. For the purposes of this Settlement Agreement, a clear and reasonable warning is one that substantially complies with the applicable provisions in Title 27 of California Code of Regulations section 25607.1 and 25607.2, and, where Products are offered for sale via the internet directly by Zoup, also complies with the requirements of section 25602(b), or otherwise complies with California Health & Safety Code section 25249.6 or the Safe Drinking Water and Toxic Enforcement Act of 1986, as they are amended from time to time.

2.4.4 For internet purchases made before January 1, 2028, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning online until 60 calendar days after the retailer receives a warning or a written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with Section 25603(c) with content compliant with Section 25603(b).

If CPA alleges that any Products fail to adhere to this Settlement Agreement, then CPA shall inform Zoup of its claim, including information sufficient to permit Zoup to identify the Products at issue and investigate. Zoup shall, within thirty (30) days following such written notice, provide Zoup with information demonstrating Zoup's compliance with the Settlement Agreement, or proof that omission of the Warning was due to the Products being supplied or contracted to be supplied to third parties by Zoup prior to 6 months after the Effective Date. The Parties shall first attempt to resolve the matter prior to CPA taking any further legal action.

2.5 Compliance with Warning Regulations

The Parties agree that Zoup shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 2 of this Settlement Agreement or by complying with warning regulations adopted by the State of California's OEHHA applicable to the Products and the exposure at issue, as they may be amended from time to time.

2.6 Changes in Warning Regulations or Statutes

In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Products and the chemical at issue, which are different than those set forth above, Zoup shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Settlement Agreement. If regulations or legislation are enacted providing that Proposition 65 warnings as to lead in the Products are no longer required, a lack of warning by Zoup will not thereafter be a breach of this Settlement Agreement.

2.7 Grace Period

Products that were supplied or contracted to be supplied to third parties by Zoup prior to 6 months after the Effective Date shall be deemed exempted from the injunctive requirements of this Section 2 and shall be permitted to be sold through as previously manufactured, packaged and labeled, and are expressly subject to the releases provided in Section 5.

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

In full satisfaction of all potential civil penalties and attorney's fees, costs and any other expenses incurred by CPA or its counsel, Zoup shall pay the total Settlement amount of Twenty Thousand Dollars ($20,000) (The "Settlement Amount") as set forth below.

3.1 Civil Penalties to Health & Safety Code 25249.7 (B):

One Thousand Dollars of the Settlement Amount shall be considered a "civil penalty" pursuant to California Health and Safety Code. Zoup shall issue two separate checks within thirty (30) days of the Effective Date for a total amount of One Thousand Dollars ($1,000) as follows, and all payments shall be delivered to the addresses listed below.

3.1 (a) One Check made payable to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of Seven Hundred Fifty Dollars ($750), representing 75% of the total civil penalty; and

3.1 (b) One check payable to "Clean Product Advocates, LLC" in the amount of Two Hundred Fifty Dollars ($250), representing 25% of the total civil penalty.

3.2 Attorney's Fees and Costs:

Nineteen Thousand Dollars ($19,000) of the total Settlement Amount shall be paid to Cliffwood Law Firm, PC as CPA's attorneys, for reasonable investigation fees, and costs, attorney's fees, and any other cost incurred as a result of investigating and bringing this matter to Zoup's attention. The payments shall be split into two payments. First payment of $9,500 will be due 30 days after the Effective Date. Second payment of $,9500 will be due 60 days after the effective date.

4. PAYMENT PROCEDURES

4.1 All Payments owed to OEHHA, pursuant to section 3.1(a) shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties NOV #2026-03809") at the following address:

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

4.2 All Payments owed to CPA, pursuant to Section 3.1(b) shall be delivered to:

CPA
% Elham Shabatian, Esq.
Cliffwood Law Firm, PC
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

4.3 All Payments owed to Cliffwood Law Firm, PC pursuant to Section 4.3, shall be delivered to:

Cliffwood Law firm, PC
Attn: Elham Shabatian, Esq.
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

4.4 PROOF OF PAYMENT

A copy of each check payable to OEHHA, shall be mailed to Cliffwood Law firm, PC, simultaneous with payment to Cliffwood Law Firm, PC at the address set forth above, as proof of payment to OEHHA.

5. RELEASE OF ALL CLAIMS

5.1. Release of Zoup, Downstream Customers and Upstream Vendors

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Sections 3 and 4 above, CPA, on behalf of itself and its past and current owners, principals, shareholders, officers, directors, employees, parents, subsidiaries, affiliates, divisions, agents, representatives, attorneys, successors and/or assignees (collectively, "Releasors"), hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and fully releases all claims relating to the Products, 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 limited to, investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against (a) Zoup (b) each of Zoup's downstream retailers, distributors, and marketplace hosts, in the stream of commerce (including but not limited to Sprouts Farmers Market, LLC) and any other upstream or downstream entities in the distribution chain for the Products, including, but not limited to, manufacturers, wholesalers, packagers, vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, third-party re-sellers, and users, (c) Zoup 's parent companies, corporate affiliates, subsidiaries, affiliates, doing business as entities ("DBAs"), successor companies, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities, and (d) the employees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors and assigns of any of the entities identified in subsection (a), (b) and (c), above (collectively "Releasees"). CPA also, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees and *not* in its representative capacity, provides a general 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 any nature, character or kind, known or unknown, suspected or unsuspected, against Zoup and the Releasees.

5.2 Zoup's Release of CPA

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

5.3 California Civil Code § 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. CPA on behalf of itself only, on one hand, and Zoup, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims up through the Effective Date, including all rights of action thereof. The Parties acknowledge that the claims released in §§ 5.1 and 5.2, above, may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil Code § 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.

CPA and Zoup each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5.4 Deemed Compliance with Proposition 65

The Parties agree that compliance by Zoup and/or Releasees with this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposure to Lead and/or Cadmium from use of the Products.

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6. PUBLIC BENEFIT

It is Zoup's understanding that the commitments it has agreed to herein, and actions to be taken by Zoup under this Settlement Agreement confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of 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 Zoup's alleged failure to provide a warning concerning actual or alleged exposure to Lead and/or Cadmium prior to use of 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 the Products addressed in this Settlement Agreement, provided that Zoup is in material compliance with this Settlement Agreement.

7. SEVERABILITY

If, subsequent to the 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.

8. 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 Zoup shall have no further obligations pursuant to this Settlement Agreement.

9. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Settlement Agreement shall be in writing and personally delivered or sent by: (i) electronic mail; or (ii) overnight courier on any party by the other party at the following addresses:

For Zoup! Specialty Products, LLC:
Eric Ersher
CEO/Founder
30600 Northwestern Highway, Suite 403
Farmington Hills, MI 48334

For Clean Product Advocates, LLC:
Elham Shabatian Esq.
Cliffwood Law Firm, PC
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

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.

10. COUNTERPARTS; FACSIMILE/E-SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or e- signatures, 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 HEALTH & SAFETY CODE § 25249.7(f)

CPA agrees to comply with the reporting requirements referenced in Health and Safety Code § 25249.7(f).

12. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior negotiations and understandings shall be deemed to have been merged within it. No prior 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.

13. MODIFICATION

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

14. AUTHORIZATION

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

Agreed to:

Date: October 20, 2026

Name: Eric Erster
Title: manag member
Zoup! Specialty Products, LLC

Date: October , 2026

Name:
Title: Deki Yangzom, Director
Clean Products Advocates, LLC