SETTLEMENT AGREEMENT

(Attorney General No. 2026-03895)

1. INTRODUCTION

1.1. The Parties.

This Settlement Agreement ("Agreement") is entered into by and between Center for Consumer Safety, LLC ("CCS"), a California limited liability company, and Water Pure, Inc. ("Water Pure"). CCS and Water Pure are collectively the "Parties." CCS is proceeding in the public interest under the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.6 et seq. ("Proposition 65"), which requires that consumers receive a clear and reasonable warning before exposure to chemicals known to the State of California to cause cancer or reproductive harm.

1.2. Consumer Product Description.

The product covered by this Agreement is Purity Products OJC Blueberry Detox, ASIN B00WIUQUT0 (the "Product"), a juice cleanse powder that Water Pure has manufactured, distributed, sold, or offered for sale in the State of California. CCS alleges the Product exposes consumers to lead. Lead is listed under Proposition 65 as a chemical known to the State of California to cause cancer and to cause birth defects or other reproductive harm.

1.3. Notice of Violation.

On August 7, 2026, CCS served Water Pure, Inc., Amazon.com Services LLC, and the requisite public enforcement agencies with a 60-Day Notice of Violation, assigned Attorney General No. 2026-03895 (the "Notice"), alleging that Water Pure failed to warn California consumers of exposure to lead from the Product. No public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice, and no complaint has been filed.

1.4. No Admission.

Water Pure denies the factual and legal allegations in the Notice and maintains that the Product has at all times complied with all applicable laws. Nothing in this Agreement shall constitute or be construed as an admission by Water Pure of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as any such admission. This Section shall not diminish or otherwise affect Water Pure's obligations under this Agreement.

1.5. Effective Date.

The "Effective Date" is the date on which all Parties have received notice that this Agreement has been fully executed.

2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS

2.1. Overview.

Commencing on the Effective Date, Water Pure shall not manufacture, import, distribute for sale in California, or sell in California any Product manufactured after the Effective Date that is not a Compliant Product as defined in Section 2.2, unless that Product is accompanied by a clear and reasonable Proposition 65 warning in accordance with Sections 2.3 and 2.4.

2.2. Compliant Products.

The Product shall be deemed to comply with Proposition 65 with respect to lead, and to be exempt from any Proposition 65 warning requirement for lead, if its lead content results in a Daily Lead Exposure Level of no more than 0.5 micrograms per person per day ("Compliant Product"). The "Daily Lead Exposure Level" shall be calculated by multiplying (1) the micrograms of lead per gram in the Product by (2) the grams of the Product in a single serving as set forth on the package label.

As used in this Section 2, "distributed for sale in California" means to sell, offer for sale, ship, or distribute the Product in or into California, whether directly or through one or more third-party retailers, distributors, or e-commerce marketplaces that Water Pure knows will sell the Product in California.

2.3. Warning Obligation and Scope.

Where a Product manufactured after the Effective Date is not a Compliant Product, Water Pure shall not distribute it for sale in California unless it is accompanied by a warning that complies with Section 2.4.

2.4. Product Warnings.

A warning provided under this Agreement shall be prominently displayed with such conspicuousness, as compared with other words, statements, or designs, as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use, and shall be clearly associated with the specific Product, in compliance with California Code of Regulations, Title 27, Article 6, Clear and Reasonable Warning Requirements, §§ 25601, 25602, 25607.1 and 25607.2. In every warning provided under this Agreement, the word "WARNING:" shall appear in capital letters and in bold print.

2.4.1. Full Warning.

> "**WARNING:** Consuming this product can expose you to lead, which is 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."

2.4.2. Short-Form Warnings.

In lieu of the warning in Section 2.4.1, Water Pure may use any of the following:

(a) "**WARNING:** Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food."

(b) "**WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food."

(c) "**WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov/food." This form may be used only on Products manufactured and labeled before January 1, 2028, regardless of the date of sale.

2.4.3. Foreign Language.

If any label, sign, or shelf tag for the Product uses a language other than English, the warning shall also be provided in that language.

2.4.4. Product and Package Insert Warnings.

The warning shall accompany or be affixed to, printed on, or otherwise displayed on the Product label or immediate container. A warning that accompanies the Product includes a warning printed on an insert, packing slip, or other document placed inside the shipping package in which each unit is delivered to the consumer, so that it is delivered to the consumer with the Product, in which case Water Pure shall also provide the written notice and warning materials contemplated by California Code of Regulations, Title 27, § 25600.2(b) to any retailer or distributor that will sell the Product in California. The word "WARNING:" shall appear in capital letters, in bold type, followed by a colon, and in a type size no smaller than that used for other consumer safety warnings appearing on the Product or on the insert or document, as applicable. A warning on the Product label or immediate container shall be set off from other surrounding information and enclosed in a box, as illustrated in Section 2.4.1.

2.4.4.1 ***Third-Party Fulfillment***

Water Pure shall not be responsible for, and it shall not constitute a breach of this Agreement by Water Pure, where a shipping package containing the Product is packed or shipped by a third-party retailer, distributor, e-commerce marketplace, or fulfillment provider (including any fulfillment service operated by Amazon.com Services LLC or its affiliates) and such third party fails to include, removes, or alters an insert, packing slip, or other document bearing the warning, provided that Water Pure has supplied the warning and the written notice contemplated by California Code of Regulations, Title 27, § 25600.2(b) to that third party, and retains a record of each such notice.

2.4.4.2 Cure

If CCS believes that Water Pure has failed to provide a warning required under this Section 2.4.4, CCS shall provide Water Pure written notice in accordance with Section 7 identifying the alleged deficiency with reasonable particularity, including, to the extent available to CCS, any order number, date of purchase, and photographs of the shipping package and its contents. Water Pure shall have thirty (30) days after receipt of such notice to cure the alleged deficiency, and no breach of this Agreement shall be deemed to have occurred if Water Pure cures within that

period. For purposes of this Section 2.4.4, Water Pure shall be deemed to have cured the alleged deficiency if, within that thirty (30)-day period, Water Pure implements measures reasonably designed to ensure that shipping packages containing the Product shipped by or on behalf of Water Pure to California consumers after the cure period include the warning required by this Section 2.4.4, and provides CCS with a written description of those measures. The Parties agree that any alleged deficiency, including one relating to a shipping package already delivered to a consumer, is curable in accordance with this Section 2.4.4, and that no further corrective action as to completed shipments, including recall, re-shipment, or consumer notification, shall be required to cure. Any cure period under this Section 2.4.4 shall run before, and shall not shorten, the meet-and-confer period in Section 6.

2.4.5. Internet Warnings.

For Products offered for sale to California consumers through a website operated by Water Pure, the warning shall appear on the product display page, or by a clearly marked hyperlink using the word "WARNING" on that page, or by otherwise displaying the warning to the purchaser prior to completing the purchase, such that the purchaser does not have to search for it in the general content of the page. Where Water Pure supplies the Product to a third-party internet seller, Water Pure shall provide that seller with the warning and with written notice of the warning requirement as a condition of sale, in the manner contemplated by California Code of Regulations, Title 27, § 25600.2(b). Water Pure shall not be liable under this Agreement for a third-party seller's removal or failure to display a warning that Water Pure has provided.

2.5. Compliance with Warning Regulations.

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

2.6. Products Manufactured On or Before the Effective Date.

This Section 2 shall not apply to any Product manufactured on or before the Effective Date, including Products held in inventory or already in the stream of commerce as of the Effective Date. Such Products are expressly covered by the releases in Section 4, and nothing in this Agreement restricts Water Pure from selling through that existing inventory.

3. MONETARY SETTLEMENT TERMS

In full settlement of all claims referred to in this Agreement, Water Pure shall pay a total of $21,000, allocated as set forth below.

3.1. Civil Penalty.

Within ten (10) calendar days of the Effective Date, Water Pure shall pay a civil penalty of $2,100, allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% ($1,575) remitted to the Office of Environmental Health Hazard Assessment ("OEHHA") and 25% ($525) remitted to CCS.

3.2. Attorneys' Fees and Costs.

The Parties reached an accord on the compensation due to CCS and its counsel under the private attorney general doctrine codified at California Code of Civil Procedure § 1021.5, for all work performed through the Effective Date, including the investigation, the negotiation of this Agreement, and the reporting required by Section 9. Within ten (10) calendar days of the Effective Date, Water Pure shall pay $18,900 to Coastal Aegis Law, APC by ACH transfer in accordance with Section 3.3.

3.3. Payments.

(a) The amounts owed to CCS under Section 3.1 ($525) and to Coastal Aegis Law, APC under Section 3.2 ($18,900) — $19,425 in the aggregate — shall be made through a single ACH transfer to the Coastal Aegis Law, APC Client Trust Account, pursuant to payment instructions provided separately by CCS's counsel following execution of this Agreement. Water Pure's obligations under Sections 3.1 and 3.2 as to those amounts shall be deemed fully satisfied upon successful transmission of the total payment amount to the designated account.

(b) The payment owed to OEHHA (EIN 68-0284486) under Section 3.1 ($1,575) shall be mailed directly to OEHHA, memo line "Prop 65 Penalties," at: Fiscal Operations Branch Chief, Office of Environmental Health Hazard Assessment, P.O. Box 4010, Sacramento, CA 95812-4010; or for non-United States Postal Service delivery, 1001 I Street, Sacramento, CA 95814.

(c) Water Pure shall provide CCS's counsel with a copy of the OEHHA payment simultaneously with its delivery.

3.4. Tax Documentation.

CCS shall provide a current Form W-9 and the ACH payment instructions contemplated by Section 3.3(a) to counsel for Water Pure within three (3) calendar days of the Effective Date. Each day of delay beyond that period extends the payment deadlines in Sections 3.1 and 3.2 by one day.

4. CLAIMS COVERED AND RELEASED

4.1. CCS's Release of Water Pure.

CCS, which serves notices in the public interest pursuant to California Health & Safety Code § 25249.7(d), in its individual capacity only and not in its representative capacity, and not on behalf of the public, releases and discharges Water Pure and its officers, directors, employees, agents, attorneys, parents, subsidiaries, and affiliated entities, together with all downstream distributors, wholesalers, retailers, franchisees, licensees, and customers of the Product (collectively, the "Releasees") from all claims for violations of Proposition 65 based on exposure to lead from (a) the Product sold or distributed in California on or before the Effective Date, and (b) the Product manufactured on or before the Effective Date, whether sold or distributed before or after the Effective Date, as alleged in the Notice.

Compliance with the terms of this Agreement shall constitute compliance with Proposition 65 with respect to lead in the Product. This release does not extend to any Releasee that has been instructed to provide a warning under Section 2.4.5 and fails to do so.

This release does not extend upstream to any entity that manufactured the Product or any component or ingredient thereof, or to any distributor or supplier that sold the Product or any component or ingredient thereof to Water Pure.

This release is given by CCS on its own behalf only. It does not release, and shall not be construed to release, any claim brought in the public interest by any other person, or any claim of the Attorney General, a district attorney, a city attorney, or any other public prosecutor.

4.2. Water Pure's Release of CCS.

Water Pure, on its own behalf and on behalf of its agents, representatives, attorneys, successors, and assigns, waives all claims against CCS and its attorneys and other representatives arising from the investigation of the allegations in the Notice, the service of the Notice, and the negotiation of this Agreement, through the Effective Date.

5. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining provisions shall not be affected.

6. GOVERNING LAW AND ENFORCEMENT

This Agreement is governed by the law of the State of California and its obligations apply only to Products sold or offered for sale to consumers in California. Nothing in this Agreement relieves Water Pure of any obligation to comply with other applicable state or federal law. This Agreement may be enforced only by the Parties.

Before commencing any action to enforce this Agreement, the Party seeking enforcement shall give written notice describing the alleged breach with reasonable particularity, and the Parties shall meet and confer to endeavor amicably to resolve the dispute. If the dispute is not resolved within sixty (60) days of that notice, or such longer period as the Parties agree in writing, either Party may file an action to enforce this Agreement. This Agreement inures to the benefit of and binds the Parties' successors and assigns.

7. NOTICE

All notices required under this Agreement shall be in writing and sent by electronic mail, by first-class registered or certified mail, return receipt requested, or by a recognized overnight courier, to the addresses below. Notice by electronic mail is effective upon transmission, provided that any notice of alleged breach given under Section 6 shall be sent both by electronic mail and by registered or certified mail or overnight courier.

To Water Pure: Todd A. Harrison, Venable LLP, 600 Massachusetts Avenue, NW, Washington, DC 20001, TAHarrison@Venable.com

To CCS: Jordan Trent Jones Coastal Aegis Law, APC 200 Clock Tower Place, Suite D101-E Carmel, CA 93923 jtjones@coastalaegislaw.com

Any Party may change its notice address by written notice to the other Parties.

8. COUNTERPARTS AND PDF SIGNATURES

This Agreement may be executed in counterparts and by electronic or PDF signature, each of which shall be deemed an original and all of which together constitute one agreement.

9. COMPLIANCE WITH REPORTING REQUIREMENTS

CCS and its counsel shall comply with the reporting requirements of California Health & Safety Code § 25249.7(f) and California Code of Regulations, Title 11, § 3003, including service on the Attorney General of this Agreement together with a Report of Settlement within five (5) days after this matter is subject to a settlement.

10. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior negotiations, representations, and understandings with respect to that subject matter, whether written or oral.

11. MODIFICATION

This Agreement may be modified only by a writing signed by all Parties.

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12. AUTHORIZATION

Each signatory represents that he or she has full authority to execute this Agreement on behalf of the Party for whom he or she signs, and that the Party has read, understood, and agreed to all of its terms.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the dates set forth below.

CENTER FOR CONSUMER SAFETY, LLC

By: Trent Jones

Name: Jordan Trent Jones

Title: Counsel for Center for Consumer Safety, LLC

Date: November 13, 2026

WATER PURE, INC.

By: Jason Kam

Name: JASON KAM

Title: VP BUSSNESS DEVELOPMENT

Date: 11/12/26