

SETTLEMENT AGREEMENT AND RELEASE

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

1. This "Matter" arises out of the Notice of Violation of California Health & Safety Code §25249.5, *et seq.* (also known as "Proposition 65") that ERC served on Integrative Therapeutics on November 5, 2015 (the "Notice") with regard to certain products.

2. The products identified below are herein referred to individually as "Covered Product" or collectively as "Covered Products":

- **Integrative Therapeutics LLC Sedaplex**
- **Integrative Therapeutics LLC Blue Heron**
- **Integrative Therapeutics LLC Cellular Forté Max**
- **Integrative Therapeutics LLC Echatin Plus**
- **Integrative Therapeutics LLC EHB**
- **Integrative Therapeutics LLC Para-Gard**
- **Integrative Therapeutics LLC Physicians' Weight Manager Vanilla Drink Mix**
- **Integrative Therapeutics LLC Physicians' Weight Manager Chocolate Drink Mix**
- **Integrative Therapeutics LLC Pure Harvest Greens Elderberry Drink Mix**
- **Integrative Therapeutics LLC First Intention**
- **Integrative Therapeutics LLC Yeast Balance Complex**

2. The Parties enter into this Agreement in order to fully resolve all claims, demands regarding the Matter and for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission of the Parties of any fact, issue of law, or violation of law. Nothing in this Agreement or any document referred to 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.

3. 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:

a. For any Covered Products that are manufactured three (3) months after the Effective Date (the "Compliance Date"), Integrative Therapeutics shall not manufacture for sale in the State of California, "Distribute into the State of California", or directly sell in the State of California, any Covered Product which exposes a person to a "Daily Lead Exposure Level" of

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more than 0.5 micrograms of lead per day when the maximum suggested dose is taken as directed on the Covered Product's label, unless each such unit of the Covered Product bears the following warning statement:

“WARNING: This product contains [lead] a chemical known to the State of California to cause [cancer and] birth defects or other reproductive harm.”

i. 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 Integrative Therapeutics knows will sell the Covered Product in California.

ii. For the purposes of this Agreement, “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 servings in a recommended dosage appearing on the product label), which equals micrograms of lead exposure per day.

iii. The phrase “cancer and” must be included in the warning only if the maximum recommended daily dose causes an exposure to more than 15 micrograms of lead when taken as directed on the Covered Product's label.

b. The warning statement set forth in Section 3a. shall be prominent and displayed securely on either the cap, the unit packaging, or by a sticker securely affixed to the Covered Products with such conspicuousness, as compared with other words, statements, or designs so as to render it likely to be read and understood by an ordinary individual purchasing or using the Covered Products. The warning appearing on the label or container shall be at least the same size as the largest of any other health or safety warnings correspondingly appearing on the label or container, as applicable, or such product, and the word “WARNING” shall be in capital letters and in bold print. No other statements may contradict the warning.

c.

4. Integrative Therapeutics shall make a total settlement payment of \$67,250.00 (“Total Settlement Payment”) by wire transfer to ERC's escrow account within 5 days of the Effective Date (“Due Date”), for which ERC will give Integrative Therapeutics the necessary account information. The Total Settlement Payment shall be allocated as follows:

a. \$16,476.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$12,357.00) 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% (\$4,119.00) of the civil penalty.

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b. \$10,179.75 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this Matter to Integrative Therapeutics' attention and negotiating a settlement.

c. \$24,714.75 shall be considered payment in lieu of civil penalties, for day-to-day business activities such as (1) continued enforcement of Proposition 65, which includes work, analyzing, researching and testing consumer products that may contain Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are the subject of this Matter; and (2) the continued monitoring of past consent judgments and settlements to ensure companies are in compliance with Proposition 65.

d. \$1,995.00 shall be considered reimbursement of attorney fees for William F. Wraith and \$13,884.50 shall be considered reimbursement for ERC's in-house legal fees.

e. In the event that Integrative Therapeutics fails to remit the Total Settlement Payment owed under Section 4 of this Settlement Agreement on or before the Due Date, Integrative Therapeutics shall be deemed to be in material breach of its obligations 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 this Matter.

6. Binding Effect; Claims Covered and Released

a. ERC, on behalf of itself and its respective owners, principals, shareholders, officers, directors, employees, agents, parents, subsidiaries, successors, assigns, and legal representatives (collectively the "Releasing Parties") fully releases Integrative Therapeutics and its respective owners, principals, shareholders, officers, directors, employees, agents, parents, subsidiaries, successors, assigns, and legal representatives (collectively the "Released Parties") from any and all claims for violations of Proposition 65 up through and including the Effective Date for the Covered Products.

b. The Releasing Parties 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.

c. 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 Products will develop or be discovered. ERC on behalf of the Releasing Parties, on the one hand, and Integrative Therapeutics, on behalf of the Released Parties, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims up through and including the Effective Date, including all rights of action therefore, and further acknowledge that the claims released this section 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:

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A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

ERC on behalf of the Releasing Parties, on the one hand, and Integrative Therapeutics on behalf of the Released Parties, on the other hand, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code Section 1542.

7. Nothing in this Release is intended to apply to any occupational or environmental exposures arising under Proposition 65, except as otherwise provided in this agreement, nor shall it apply to any of Integrative Therapeutics' products other than the Covered Products.

8. Nothing herein shall be construed as diminishing Integrative Therapeutics' continuing obligations to comply with Proposition 65.

9. 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 requested by the California Attorney General, or any other governmental agency, regarding this Matter, its settlement, and this Agreement.

10. This Agreement contains the entire agreement between the Parties with regard to settlement of this Matter, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth in this Agreement. This Agreement may be amended or modified in whole or in part at any time only by an agreement in writing executed by the Parties.

11. 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.

12. 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.

13. 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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14. 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.

15. The Parties acknowledge that they have a right to consult an attorney and they have consulted their attorneys with respect to the terms and conditions of this Agreement or by signing this Agreement hereby acknowledge they have made the decision not to consult with an attorney in this Matter. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.

16. The Parties are aware and acknowledge that this Agreement is an out-of-court settlement and that they will not receive the protections afforded by a court-approved consent judgment. The Parties are entering into this Agreement in good faith and in an effort to settle all claims and allegations related to the Notice, and this Agreement applies only to the claims made by ERC and to the products identified in the Notice.

17. If a dispute arises with respect to either Party's compliance with the terms of this Settlement Agreement, the Parties shall meet in writing, in person, or by telephone 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. In the event an action or motion is filed, however, the prevailing party may seek to recover costs and reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party" means a party who is successful in obtaining relief more favorable to it than the relief that the other party was amenable to providing during the Parties' good faith attempt to resolve the dispute that is the subject of such enforcement action.

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 recover its reasonable attorneys' fees 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.

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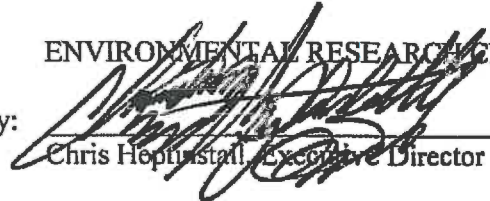
DATED: 5/3/2016

INTEGRATIVE THERAPEUTICS, LLC

By: 
Name: Michael Winkler
Title: CFO

DATED: 4/28/2016

ENVIRONMENTAL RESEARCH CENTER, INC.

By: 
Chris Hopinstall, Executive Director

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