

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “Agreement”) is made by and between The Chemical Toxin Working Group Inc. dba Healthy Living Foundation Inc. (“HLF”) and NHS U.S. LLC, successor by merger to The Nature’s Bounty Co. (“Nature’s Bounty”). HLF and Nature’s Bounty are hereinafter referred to individually as a “Party” and collectively as the “Parties.” The Parties agree as follows:

1. This Agreement is a complete accord and satisfaction between the Parties and is intended to fully resolve all claims, demands, and allegations set forth in or related to HLF’s 60 Day Notice of Intent to Sue for Violations of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.5, et seq. (also known as “Proposition 65”) dated on its face April 18, 2022 (the “Notice”) with regard to the following product: all sizes and packaging of Nature’s Bounty Valerian Root 450 mg With Proprietary Herbal Blend Dietary Supplement Capsules with UPC # 74312 33390 (“Covered Product”).

2. The phrase “Direct Sales to Consumers in the State of California” means that Nature’s Bounty sells the Covered Product to a consumer based on that consumer’s order placed on its own proprietary website, or based on that consumer’s order on the Amazon.com website and, in both cases, Nature’s Bounty fulfills and ships the order to a California address.

3. The “Effective Date” is March 28, 2023, provided both Parties or their counsel have notice that it is fully executed (the “Effective Date”).

4. The “Covered Period” is the period from one year prior to the Notice up to and including the Effective Date.

5. The Parties enter into this Agreement in order to achieve a settlement of the claims as stated in Section 1 and for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission against interest by either of the Parties of any fact, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission against interest by either of the Parties 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 against interest by either of the Parties as to any fault, wrongdoing or liability whatsoever. The Parties agree that this Section 5 shall not diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under this Agreement.

6. Nature’s Bounty is a “person in the course of doing business” as that term is defined in California Health and Safety Code section 25249.11(b); they employ ten (10) or more employees. The Covered Product is a “food” as defined in 27 Cal. Code Reg. § 25600.1(g).

7. In consideration of the following covenants and conditions contained in this Agreement, the Parties have provided the releases as set forth in Section 10 below:

a. Nature's Bounty shall not engage in "Direct Sales to Consumers in the State of California" of any Covered Product on or after March 30, 2023 (the "Direct Sales Compliance Date").

b. The Parties vigorously dispute whether a Proposition 65 warning is required in connection with sales in California of the Covered Product. Nature's Bounty, however, consistent with existing commercial commitments, agrees to cease manufacture of the Covered Product on or before March 30, 2023 (the "Manufacture Termination Date"). This Agreement is intended to and does account for and apply to all sales of Covered Products, if any in California or to California consumers, sold by any Released Party during the Covered Period, or thereafter but only as applied to any Covered Product manufactured on or prior to March 30, 2023.

8. Nature's Bounty shall make a total settlement payment of \$115,000.00 by wire transfer to HLF's counsel's escrow account within (10) business days of the Effective Date, for which HLF's counsel will give Nature's Bounty the necessary wire transfer account information within one (1) business day after the Effective Date. HLF also shall provide all taxpayer identification information requested by Nature's Bounty to process the wire transfer, including a Form W-9, within one (1) business day of the Effective Date. The settlement payment shall be allocated as follows:

a. As a portion of the Total Settlement Amount, \$17,250.00 shall be considered a civil penalty pursuant to California Health and Safety Code § 25249.7(b)(1). HLF shall remit 75% (\$12,937.50) 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). HLF will retain the remaining 25% (\$4,312.50) of the civil penalty.

b. As a portion of the Total Settlement Amount, \$97,750.00 shall be considered reimbursement of attorneys' fees and costs for HLF.

9. Except as expressly set forth in Section 8, the Parties shall bear their own costs, expenses, and attorneys' fees in connection with the Notice and this Agreement.

10. Binding Effect; Claims Covered and Released

a. This Agreement is a full, final, and binding resolution between HLF, on behalf of itself, and its respective principals, officers, directors, employees, parents, subsidiaries, executors, administrators, successors, assigns, on the one hand, and Nature's Bounty, on behalf of itself, and its respective owners, principals, shareholders, officers, directors, employees, agents, parents, subsidiaries, affiliated legal entities, servants, heirs, executors, divisions, administrators, predecessors, successors, assigns, including without limitation NHS U.S. LLC, Nestle HealthCare Nutrition, Inc., The Bountiful Company, The Nature's Bounty Co., Rexall Sundown, Nature's Bounty (DE), Inc., Nature's Bounty (NY), Inc., on the other, of any alleged violation of Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to lead from the import, manufacturing, marketing, distribution, sale or offering for sale, handling, use, or consumption of the Covered Product for the Covered Period,

and fully resolves all claims that have been asserted, or could have been asserted based on the Notice, for failure to provide Proposition 65 warnings for the Covered Product. HLF hereby releases, waives all claims against and discharges Nature's Bounty and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, affiliated legal entities, divisions, suppliers, franchisees, licensees, customers, distributors, wholesalers, retailers and any upstream or downstream entities in the distribution chain for the Covered Product for the Covered Period, including without limitation NHS U.S. LLC, Nestle HealthCare Nutrition, Inc., The Bountiful Company, The Nature's Bounty Co., Rexall Sundown, Inc., Nature's Bounty (DE), Inc., Nature's Bounty (NY), Inc., Amazon.com, Inc., Amazon.com Services LLC and its affiliates, and the predecessors, successors and assigns of any of them (collectively, the "Released Parties"), from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs and expenses asserted and related exclusively to any alleged violation of Proposition 65 arising from any failure to provide Proposition 65 warnings for the Covered Product regarding lead.

b. HLF, on behalf of itself only, hereby releases and discharges the Released Parties from all claims, causes of action, suits, damages, penalties, liabilities, injunctive relief, declaratory relief, attorney's fees, costs, and expenses arising from or related to the presence of lead in the Covered Product as alleged in the Notice, including without limitation any and all claims concerning exposure of any person to lead in the Covered Product for the Covered Period.

c. HLF on its own behalf only, on one hand, and Nature's Bounty on its own behalf only, on the other hand, 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, for the Covered Period; provided, however, that nothing in Section 10 shall affect or limit any Party's right to seek to enforce the terms of this Agreement.

d. Compliance with all terms of this Agreement by Nature's Bounty shall be deemed by the Parties to constitute compliance with Proposition 65 on and after the Covered Period by any Released Party, provided Nature's Bounty ceases to conduct "Direct Sales to Consumers in the State of California" of Covered Products on or before the Direct Sales Compliance Date and provided further Nature's Bounty ceases manufacture of the Covered Products on or before the Manufacture Termination Date.

e. It is the Parties' understanding that the commitments Nature's Bounty has agreed to herein, and the actions to be taken by Nature's Bounty under this Agreement, including payment of a Civil Penalty, would 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 initiates an action alleging a violation of Proposition 65 with respect to any failure to provide a warning concerning exposure to lead prior to use of the Covered Products during the Covered Period, or with respect to Covered Products manufactured prior to the Manufacture Termination Date, such private party action would not confer a significant benefit on the general public as to those Covered Products addressed in this Agreement, provided that Nature's Bounty complies with this Agreement.

f. As a material term of this Agreement, HLF agrees that HLF shall not file an action or issue a Proposition 65 Notice of Intent to Sue letter against any Released Party with respect to a Covered Product, except in accordance with this Agreement, including the procedures in Section 10.g. below. HLF agrees that it shall not circumvent this restriction by counsel or another entity acting directly or indirectly on its behalf via another named enforcer. If HLF breaches this Agreement, HLF shall be subject to an injunction and agrees to submit to the jurisdiction of any Superior Court in the State of California.

g. If HLF alleges that Nature's Bounty has failed to comply with this Agreement, prior to filing an action or a Proposition 65 Notice of Intent to Sue letter against any Released Party, HLF shall first provide Nature's Bounty thirty (30) days' advance written notice of the alleged violation(s). HLF shall provide testing results, lot numbers, photographs of the Covered Product packaging for the Covered Product at issue or such other evidence HLF believes supports its allegations. The Parties shall meet and confer during such thirty (30) day period in an effort to resolve the matter informally without the need for litigation. HLF shall take no further action if during the thirty (30) day period, Nature's Bounty provides HLF (i) persuasive evidence that no violation exists; or (ii) corrective action has been, or is, taken to rectify the alleged violation. If the corrective action in good faith may take longer to complete than the initial thirty (30) day period, then Nature's Bounty may have up to sixty (60) days to correct the alleged violation, provided the corrective action has commenced within the initial thirty (30) day period. If the matter is not resolved within thirty (30) days, or if the corrective action is not completed within sixty (60) days, HLF can file suit to enforce this Agreement in any Superior Court in the State of California.

11. 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 Nature's Bounty's products other than the Covered Product.

12. After execution of this Agreement, HLF timely will submit to the California Attorney General this Agreement and promptly remit the OEHHA portion of the civil penalties after receipt of payment from Nature's Bounty.

13. 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.

14. 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, servants, heirs, executors, predecessors, successors and assigns.

15. No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against either 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.

16. If any provision, term, or section of this Agreement is found by a court of competent jurisdiction 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.

17. This Agreement shall be governed by and interpreted under the laws of the State of California, regardless of the physical locations of the Parties or the individuals or entities executing this Agreement at the time of execution.

18. 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. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.

19. The Parties are aware and acknowledge that this Agreement is an out-of-court settlement. The Parties are entering into this Agreement in good faith and in an effort to settle all claims and allegations arising from or related to the Notice, and this Agreement applies only to the Covered Products as defined herein.

20. Any legal action to enforce this Agreement shall be brought in any county of the State of California, any of which is deemed to be the proper venue for such legal action. This Agreement is enforceable solely by the Parties hereto.

21. 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.

22. 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.

23. If any Party disputes compliance with the obligations herein by the other Party, that Party shall notify the other Party in writing. The Parties will meet and confer in good faith for at least thirty (30) days, and longer if they mutually expressly agree in writing, in an effort to resolve any dispute via negotiation. If the Parties cannot agree after informal efforts, either Party may take such action as it deems necessary to enforce this Agreement.

[Signatures on Next Page]

WHEREFORE, the Parties agree to the foregoing as determined by their respective signatures below.

DATED: 3/28/2023

HLF 

By: David Steinman

DATED: 3/28/2023

NHS U.S. LLC

By: Aileen Stocks