

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) between Environmental Research Center, Inc. (“ERC”) and Parsley Health, Inc. (“Parsley Health”) is effective on the date on which it is fully executed (“Effective Date”). ERC and Parsley Health 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 Parsley Health on May 3, 2022 (the “Notice”) with regard to the following products identified below (referred to as the “Covered Products”):

- Parsley Health Rebuild Clean Protein Chocolate Flavor – Lead, Cadmium
- Parsley Health Rebuild Clean Protein Vanilla Flavor – Lead

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. Nothing in this Agreement shall be construed as an admission 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 by 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. INJUNCTIVE RELIEF/WARNINGS

3.1 Beginning on the Effective Date, Parsley Health shall either (1) cease all sales and distribution of the Covered Products into the State of California, whether directly or indirectly through a third party; or (2) sell the Covered Products into the State of California with one of the warnings set forth below or a warning that is consistent with any future amendments to 27 CCR sections 25600 *et seq.* that are specifically applicable to the Covered Products (“Warning”):

- (1) **WARNING:** Consuming this product can expose you to chemicals including cadmium, 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](http://www.P65Warnings.ca.gov/food).
- (2) **WARNING:** Consuming this product can expose you to chemicals including lead and cadmium, which 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](http://www.P65Warnings.ca.gov/food).

3.2 The Warning shall comply with all applicable requirements set forth in Subarticles 1 and 2 of Article 6 of the Safe Drinking Water and Toxic Enforcement Act of 1986 (27 CCR sections 25600, *et seq.*) as it is in effect on the Effective Date of this Agreement and that are

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