

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. Keep America Safe and Beautiful and Reliv International, Inc.:

This Settlement Agreement is entered into by and between Keep America Safe and Beautiful ("KASB"), represented by its attorneys KJT Law Group, LLP on the one hand, and Reliv International, Inc. ("Reliv"), on the other hand, with KASB and Reliv collectively referred to as the "Parties."

1.2. General Allegations

KASB alleges that Reliv distributed and offered for sale in the State of California certain products, containing lead and that such sales have not included warnings pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 *et seq.* ("Proposition 65"). California has listed lead under Proposition 65 as a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

1.3. Product Description

The products covered by this Settlement Agreement are defined as Plant-Based Protein, including but not limited to, "Reliv – Now – Dietary Supplement – Plant-Based Protein – With Essential Vitamins & Minerals – Natural & Artificial Creamy Vanilla Flavor – UPC# 91012" that Reliv has sold, offered for sale, manufactured, or distributed in California. All such items shall be referred to herein as the "Covered Product."

1.4. Notice of Violation

On April 2, 2025, KASB served Reliv and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with

documents entitled "60-Day Notice of Violation" ("Notice") that provided Reliv and such public enforcers alleging that the Covered Product violated California Health & Safety Code section 25249.6 ("Proposition 65") concerning alleged exposures to lead. 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**

The Parties enter into this Settlement Agreement to settle disputed claims between them as set forth herein and in the Notice concerning Reliv's compliance with Proposition 65. Specifically, Reliv denies the factual and legal allegations contained in KASB's Notice and maintains that all products that it has placed for sale and distribution in California, including the Covered Product, have been and are in compliance with Proposition 65 and all other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by Reliv of any fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Reliv of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Reliv. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Reliv under this Settlement Agreement.

1.6. **Effective Date**

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date on which a complete and fully executed copy of this Settlement Agreement is exchanged by the Parties' counsel.

2. INJUNCTIVE RELIEF

2.1. Beginning 60 days after the Effective Date, Reliv shall be enjoined from manufacturing for sale in the State of California, "Distributing into the State of California," or directly selling in the State of California, any Covered Product that exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day, unless it meets the warning requirements under Section 2.2.

As used in this Settlement Agreement, the term "Distributing 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 Reliv knows or has reason to know will sell the Covered Product in California. The injunctive relief in Section 2 does not apply to any Covered Product that has left the possession, and is no longer under the control of Reliv prior to the Effective Date and all claims as to such Covered Product is released in this Settlement Agreement.

For purposes of this Settlement Agreement, the "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 recommended daily servings appearing on the label), which equals

micrograms of lead exposure per day. If the label contains no recommended daily servings, then the number of recommended daily servings shall be one.

2.2. Clear and Reasonable Warnings

If Reliv is required to provide a warning pursuant to Section 2.1, one of the following warnings must be utilized (“Warning”).

Option 1:

“WARNING:” [or] **“CA WARNING:”** [or] **“CALIFORNIA WARNING:”**
Consuming this product can expose you to chemicals including 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.

Option 2:

“WARNING:” [or] **“CA WARNING:”** [or] **“CALIFORNIA WARNING:”**
Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

Option 3:

“WARNING:” [or] **“CA WARNING:”** [or] **“CALIFORNIA WARNING:”**
Can expose you to lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food.

Option 4:

This option is only applicable to Covered Products manufactured/labeled prior to January 1, 2028, regardless of date of sale.

WARNING: Cancer and Reproductive Harm –
www.P65Warnings.ca.gov/food.

Where the Warning is provided on the food product label, it must be securely affixed to or printed upon the label of each Covered Product and it must be set off from other surrounding

information and enclosed in a box. For purposes of this Settlement Agreement, the term "label" means a display of written, printed or graphic material that is printed on or affixed to a Covered Product or its immediate container or wrapper. Where a specific food product sign, label, placard, or shelf tag is used to provide a warning, it must be 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 prior to sale. Where consumer information is provided about the product in a language other than English, the Warning must also be provided in that language in addition to English.

In addition, for any Covered Product sold over the internet, a Warning must be provided via of the following methods: (1) A warning on the product display page; (2) A clearly marked hyperlink using the word "WARNING" or the words "CA WARNING" or "CALIFORNIA WARNING" on the product display page that links to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior to completing the purchase. These requirements extend to any websites under the exclusive control of Reliv where Covered Products are sold into California. In addition, if Reliv has actual knowledge a third-party website is offering Covered Products for sale in California, Reliv shall instruct any third-party website to which it directly sells its Covered Products to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

The Warning shall comply with the Safe Harbor Provisions, applicable to the Covered Product and chemical at issue, as those regulations may be amended from time to time. For purposes of this Settlement Agreement, when Reliv is required to provide a warning for a Covered Product pursuant to Section 2.1, Reliv may satisfy the warning requirement by

complying with 27 C.C.R. § 25600.2 in connection with any business that is subject to Proposition 65 to which it is selling or transferring the Covered Product.

If KASB alleges that any Covered Product fails to adhere to this Agreement, then KASB shall inform Reliv in a reasonably prompt manner of its test results, including information sufficient to permit Reliv to identify the Covered Products at issue and investigate. The Parties shall first attempt to resolve the matter prior to KASB taking any further legal action.

3. CONSIDERATION

In settlement of all the claims referred to in this Settlement Agreement, the Parties reached an accord on the total compensation due under Proposition 65, the private attorney general doctrine and principles of contract law. Under these legal principles, Reliv shall pay a total of thirty thousand dollars (\$30,000.00) as settlement and for fees, costs, and penalties in fully resolving this matter.

4. PENALTIES PURSUANT TO HEALTH & SAFETY CODE SECTION

25249.7(b)

In settlement of all the claims referred to in this Settlement Agreement, three thousand dollars (\$3,000.00) shall be considered a "civil penalty." The penalty payment will be allocated in accordance with California Health & Safety Code section 25249.12(c)(1) & (d), with 75% (i.e., \$2,250.00) of the funds remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% (i.e., \$750.00) of the penalty remitted to KASB. Reliv shall make these payments on or before the date that is thirty (30) days after the Effective Date, at which time such payments shall be made as follows:

(a) The \$750.00 payment owed to KASB shall be delivered by the way of wire transfer to the following payment address:

Beneficiary: Keep America Safe and Beautiful
Wells Fargo Bank Routing Number: 121000248
Wells Fargo Bank Account Number: 6767279471
Beneficiary Address: 10512 Sycamore Avenue, Stanton, CA 90680-2629

(b) The \$2,250.00 payment owed to OEHHA shall be delivered directly to OEHHA at the following addresses:

For United States Postal Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA. 95812-0410

5. REIMBURSEMENT OF FEES AND COSTS

In settlement of all the claims referred to in this Settlement Agreement, twenty-seven thousand dollars (\$27,000.00) shall be considered reimbursement of KASB's attorneys' fees, expert and investigation fees, and related costs associated with this matter and the Notice. The Parties reached an accord on the compensation due to KASB and his counsel under the private attorney general doctrine and principles of contract law. Reliv shall make these payments on or before the date that is thirty (30) days after the Effective Date, at which time such payments shall be made as follows:

The \$27,000.00 payment owed to KASB's counsel shall be delivered to:

KJT LAW GROUP LLP
230 Maryland Avenue, Suite 306
Glendale, CA 91206.

Other than this payment, the Parties agree to bear their own fees and costs.

6. RELEASE OF ALL CLAIMS

6.1. Release of Reliv, Downstream Customers and Upstream Vendors

KASB, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, fully releases (a) Reliv and each of its respective equity owners, parents, subsidiaries, affiliates, sister and related companies, (b) their upstream suppliers and all downstream entities in the stream of commerce including but not limited to distributors, wholesalers, customers, retailers (including Vim & Vigor, Inc.), franchisees, cooperative members, and licensees, and (c) the shareholders, directors, officers, employees, agents, members, managers, equity owners, principals, insurers, accountants, representatives, attorneys, predecessors, successors, assignees, and licensors of any of the entities identified in subsections (a) and (b), above, (the entities identified in subsections (a), (b), and (c), above, are collectively referred to as (collectively, the “Releasees”), for any alleged violations of Proposition 65, or any other alleged violation of statutory or common law, arising from alleged exposures to lead in relation to the Covered Product manufactured 60 days after the Effective Date. The release provisions shall not extend to third-party websites and downstream sellers who fail to provide clear and reasonable warnings pursuant to Section 2.2.

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. This Settlement Agreement is expressly intended to cover and include all such claims and Covered Product manufactured up to and through 60 days after the Effective Date. KASB acknowledges that it is familiar with California Civil Code section 1542, which provides 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.

KASB, in its capacity, expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of California Civil Code section 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters.

The Parties understand and agree that the commitments Reliv has agreed to herein, and actions to be taken by Reliv under this Agreement, would confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Administrative 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 Reliv's failure to provide a Proposition 65 warning concerning the Covered Product, such private party action would not confer a significant benefit on the general public, provided that Reliv is in material compliance with this Agreement.

6.2. **Reliv's Release of KASB:**

Reliv waives any and all claims against KASB, its attorneys, and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by KASB and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter, and/or with respect to the Covered Product.

6.3. **Deemed in Compliance with Proposition 65.**

The Parties agree that material compliance by Reliv with this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposure to lead in the Covered Product.

7. 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 or its implementing regulations are repealed or are otherwise rendered inapplicable by reason of law generally, or as to the Covered Products, then Reliv may modify this Settlement Agreement to reflect such changes to the law, as set forth in Section 12, and KASB shall not unreasonably withhold agreement to such modification.

8. NOTICES AND ENFORCEMENT

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) first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the other party at the following addresses:

For Reliv: Will Wagner, Esq.
Greenberg Traurig, LLP
400 Capitol Mall, Suite 2400
Sacramento, CA 95814

For KASB: Tro Krikorian, Esq.
KJT Law Group, LLP
230 N. Maryland Ave., Suite 306
Glendale, CA 91206

Any party, from time to time, may specify in writing to the other party a change of address to which all notices and other communications shall be sent.

Should either Party wish to enforce future alleged violations of this Agreement, it must first provide written notice to the other Party and allow thirty (30) days to expire, during which the other Party is entitled to cure the alleged breach.

9. 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.

10. 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 discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind either of the Parties.

11. COMPLIANCE WITH HEALTH & SAFETY CODE SECTIONS 25249.7(f)

KASB agrees to comply with the reporting form requirements referenced in California Health & Safety Code § 25249.7(f).

12. MODIFICATION

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

13. DRAFTING

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.

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.

IN WITNESS WHEREOF, the Parties have agreed, accepted, and executed this Agreement on the date written.

Executed on 1/5/2026.

Keep America Safe and Beautiful

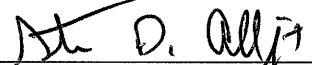


By: Lance Nguyen

Its: CEO

Executed on 1/5/2026.

Reliv International, Inc.



By: Starn D. Albright

Its: Chief Financial officer