

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) between Environmental Research Center, Inc. (“ERC”) and Don't Quit, LLC (“Don't Quit”) is effective on the date on which it is fully executed (“Effective Date”). ERC and Don't Quit are also 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 issued to Don't Quit and Advanced Bio Development, Inc. on or about November 7, 2025 (the “Notice”) with regard to the following products identified below (referred to as the “Covered Products”):

- **Don't Quit Clean Sports Protein Smooth Vanilla**
- **Don't Quit Clean Protein Rich Chocolate**

2. The Parties enter into this Agreement in order to fully resolve and settle 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, finding, 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, finding, 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.

2.1 Don't Quit asserts that Advanced Bio Development, Inc. does not, and did not at any material time, manufacture, distribute or sell the Covered Products. Accordingly, Don't Quit agrees that it will take full responsibility for and be obligated for all payments or actions required of either Don't Quit or Advanced Bio Development, Inc., or both, pursuant to the Notice and this Agreement and will not at any time attempt to shift the performance of any responsibility or obligation it may have under this Agreement to Advanced Bio Development, Inc. Don't Quit further agrees that it will not in the future claim or attempt to claim that Advanced Bio Development, Inc. should be considered the responsible Party for the Covered Products and/or for compliance with any obligation imposed by this Agreement.

3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS

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:

3.1 Beginning sixty (60) days after the Effective Date (the “Compliance Date”), Don't Quit shall be permanently enjoined from manufacturing for sale in the State of California, “Distributing into the State of California,” or directly selling in the State of California, Covered Products which expose 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

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Section 3.2.

3.1.1 As used in this Agreement, the term “Distributing into the State of California” shall mean to directly ship Covered Products into California for sale in California or to sell Covered Products to a distributor that Don’t Quit knows will sell Covered Products in California.

3.1.2 For purposes of this 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.

3.2 Clear and Reasonable Warnings

If Don’t Quit is required to provide a warning pursuant to Section 3.1, 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 [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.


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.

The Warning shall begin either with the word “**WARNING,**” or the words “**CA WARNING**” or the words “**CALIFORNIA WARNING,**” as indicated above, in all capital letters and bold print. Don’t Quit shall use the phrase “cancer and” in the Warning if the “Daily Lead Exposure Level” is greater than 15 micrograms of lead as determined pursuant to the quality control methodology set forth in Section 3.4 or if Don’t Quit has reason to believe that another Proposition 65 chemical is present at a level requiring the cancer warning. If there is a chemical present at a level that requires a cancer warning, the chemical requiring use of the phrase “cancer and” in the Warning shall always be identified.

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If Covered Products require a warning pursuant to Section 3.1, the Warning shall be securely affixed to or printed upon the label of any Covered Products, and it must be set off from other surrounding information and enclosed in a box. In addition, for any Covered Products sold over the internet, the Warning shall appear on the checkout page when a California delivery address is indicated for any purchase of any Covered Products. An asterisk or other identifying method must be utilized to identify which product on the checkout page is subject to the Warning. The Warning may be provided with a conspicuous hyperlink stating “WARNING” (or “CA WARNING” or “CALIFORNIA WARNING”) in all capital and bold letters so long as the hyperlink goes directly to a page prominently displaying the Warning without content that detracts from the Warning.

If Covered Products require a warning pursuant to Section 3.1, the Warning shall be at least the same size as the largest of any other health or safety warnings also appearing on the website or on the label, and in no event less than six (6) point type. No statements intended to or likely to have the effect of diminishing the impact of, or reducing the clarity of, the Warning on the average lay person shall accompany the Warning. Further, no statements may accompany the Warning that state or imply that the source of the listed chemical has an impact on or results in a less harmful effect of the listed chemical.

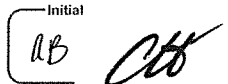
If Covered Products require a warning pursuant to Section 3.1, the Warning must be displayed with such conspicuousness, as compared with other words, statements or designs on the label, or on its website, as applicable, to render the Warning likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the product. Where a sign or label used to provide the Warning for Covered Products includes consumer information about the Covered Products in a language other than English, the Warning must also be provided in that language in addition to English.

For purposes of this Agreement, the term “label” means a display of written, printed or graphic material that is printed on or affixed to Covered Products or its immediate container or wrapper.

In the event that the Office of Environmental Health Hazard Assessment adopts one or more final regulations or legislation providing that Proposition 65 warnings as to lead in the Covered Products are no longer required, a lack of warning by Don’t Quit will not thereafter be deemed a breach of this Agreement, subject to ERC’s right to contest the applicability of any such regulation or legislation to the Covered Products or chemical at issue.

The injunctive requirements of Section 3 of this Agreement shall not apply to Covered Products that are “already in the stream of commerce” as of the Compliance Date, which Covered Products are expressly subject to the releases provided in Section 6 of this Agreement. For purposes of this Agreement, the term “already in the stream of commerce” means that Covered Products have been put into final packaging for consumer sale and are no longer in the possession of or under the control of Don’t Quit.

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3.3 Conforming Covered Products

Conforming Covered Products are Covered Products for which the “Daily Lead Exposure Level” is no greater than 0.5 micrograms of lead per day as determined by the exposure methodology set forth in Section 3.1.2 and the quality control methodology described in Section 3.4, and that is not known by Don’t Quit to contain other chemicals that violate Proposition 65’s safe harbor thresholds.

3.4 Testing and Quality Control Methodology

3.4.1 Beginning within one year of the Effective Date, Don’t Quit shall arrange for lead testing of the Covered Products at least once a year for a minimum of three (3) consecutive years by arranging for testing of one (1) randomly selected sample of the Covered Products, in the form intended for sale to the end-user, which Don’t Quit intends to sell or is manufacturing for sale in California, directly selling to a consumer in California or “Distributing into the State of California.” If tests conducted pursuant to this Section demonstrate that no Warning is required for the Covered Products during each of the three (3) consecutive years, then the testing requirements of this Section will no longer be required as to the Covered Products. However, if during or after the three-year testing period, Don’t Quit reformulates the Covered Products, Don’t Quit shall test the Covered Products annually for at least two (2) consecutive years after such reformulation.

3.4.2 For purposes of measuring the “Daily Lead Exposure Level,” the lead detection result of the one (1) randomly selected sample of the Covered Products will be controlling.


3.4.3 All testing pursuant to this Agreement shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection and limit of quantification, sensitivity, accuracy, and precision that meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (“ICP-MS”) achieving a limit of quantification of less than or equal to 0.005 mg/kg.

3.4.4 All testing pursuant to this Agreement shall be performed by an independent third-party laboratory certified by the State of California or accredited by the State of California, a federal agency, the National Environmental Laboratory Accreditation Program, or a similar nationally recognized accrediting organization to perform the particular method of detection and analysis in question.

3.4.5 Nothing in this Agreement shall limit Don’t Quit’s ability to conduct, or require that others conduct, additional testing of the Covered Products, including the raw materials used in their manufacture.

3.4.6 Within sixty (60) days of receipt of ERC’s written request, Don’t Quit shall deliver lab reports obtained pursuant to Section 3.4, and any related QA/QC

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documentation, to ERC. Don't Quit shall retain all such lab reports and related documentation for a period of two years from the date of each test. Any request by ERC for lab reports and related documentation shall be made prior to the expiration of the two-year time period identified in this section 3.4.6, and such request shall not be made more than once per year. So long as the lab reports provided by Don't Quit and ABDI satisfy the requirements of Section 3.4 of this Agreement, Don't Quit and ABDI may rely upon such lab reports to demonstrate that the Covered Products are Conforming Covered Products as defined under this Agreement and constitute compliance with the terms of this Agreement, subject to ERC's right to contest such determination.

3.4.7 The testing and reporting requirements of Section 3.4 do not apply and are not required during any period in which Don't Quit has ceased production of the Covered Products and is not manufacturing the Covered Products for sale in the State of California, Distributing the Covered Products into the State of California, or directly selling the Covered Products in the State of California. However, in the event Don't Quit resumes California sales of any Covered Products or begins manufacturing or distributing Covered Products for sale in California, Don't Quit shall first test the Covered Products in compliance with Section 3.4 to determine whether a Warning is required and immediately thereafter (or as soon as practicable) begin complying with the testing requirements of this Section 3.4 with respect to Covered Products.

3.4.8 Additionally, the testing and reporting requirements of Section 3.4 do not apply to any Covered Products for which Don't Quit provides a Warning, continuously and without interruption from the Compliance Date, pursuant to Section 3.2 of this Agreement. In the event a Warning is provided after the Compliance Date but Don't Quit thereafter ceases to provide the Warning specified in Section 3.2 for any Covered Products, Don't Quit may only do so after they have tested such Covered Products, and Don't Quit shall be required to comply with the testing and reporting requirements of Section 3.4 of this Agreement immediately (or as soon as practicable) after the date the Warning ceases to be provided, unless Don't Quit can show to the satisfaction of ERC that the cessation in providing the Warning was a temporary error that was resolved when discovered.

3.5 Nothing in Section 3 of this Agreement shall prevent or preclude ERC from obtaining and relying upon its own testing for purposes of enforcement, so long as such testing meets the requirements of Sections 3.4.3 and 3.4.4, subject to Don't Quit's right to contest such testing. Nothing in Section 3.4 of this Agreement is intended by either Party to set a precedent for the level of lead or other chemicals that is permissible in the Covered Products or any consumer products under Proposition 65.

4. Don't Quit shall make a total payment of \$45,000.00 ("Total Settlement Amount") to ERC in five periodic payments (the "Periodic Payments") according to the following payment schedule ("Due Dates"):

- Payment 1 -- \$10,000.00 within 5 days of the Effective Date (the first Due Date)
- Payment 2 -- \$10,000.00 within 26 days of the Effective Date (the second Due Date)

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- Payment 3 -- \$10,000.00 within 47 days of the Effective Date (the third Due Date)
- Payment 4 -- \$10,000.00 within 68 days of the Effective Date (the fourth Due Date)
- Payment 5 -- \$5,000.00 within 89 days of the Effective Date (the fifth Due Date)

Don't Quit shall make these Periodic Payments by wire transfer to ERC's account, for which ERC will give Don't Quit the necessary account information. The Total Settlement Amount shall be allocated as follows:

a. \$12,750.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$9,562.50) 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). ERC will retain the remaining 25% (\$3,187.50) of the civil penalty.

b. \$2,791.24 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this matter to Don't Quit's attention and negotiating a settlement.

c. \$29,458.76 shall be distributed to ERC for its in-house legal fees.

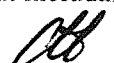
d. In the event that Don't Quit fails to remit, in full, any of the Periodic Payments owed under Section 4 of this Agreement on or before the applicable Due Date, Don't Quit shall be deemed to be in material breach of their obligations under this Agreement. ERC shall provide written notice of the delinquency to Don't Quit and their counsel via electronic mail. If Don't Quit fails to deliver the delinquent payment within five business days from receipt of the written notice, the Total Settlement Amount, less any amounts previously paid pursuant to Section 4, shall become immediately due and payable and shall accrue interest at the statutory judgment interest rate provided in the Code of Civil Procedure section 685.010, and any release provisions in Section 6 that are for the benefit of Don't Quit and/or the Released Parties (as defined in Section 6.1) shall be suspended and waived during the period of time that transpires until the Total Settlement Amount is paid in full. Additionally, Don't Quit agrees to pay ERC's reasonable attorneys' fees and costs for any efforts to collect the payment due 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 the Notice.

6. Binding Effect; Claims Covered and Released

6.1 This Agreement is a full, final, and binding resolution between ERC, on behalf of itself, and Don't Quit and their respective past and present owners, officers, directors, shareholders, employees, agents, affiliates, including but not limited to Advanced Bio Development, Inc., parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers (not including private label customers of Don't Quit), distributors, Online Marketplace Hosts (defined as an entity that hosts an online marketplace but that typically never has physical possession of the products sold through its online marketplace), but including

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companies such as Amazon who may have possession of products at their fulfillment centers), wholesalers, retailers, and all other upstream and downstream entities in the distribution chain of any Covered Products, and the predecessors, successors, and assigns of any of them (collectively, "Released Parties").

6.2 ERC, on behalf of itself, hereby fully releases and discharges the Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been asserted from the handling, use, or consumption of the Covered Products, as to any alleged violation of Proposition 65 or its implementing regulations arising from the failure to provide Proposition 65 warnings on the Covered Products regarding lead up to and including the Compliance Date that can or could have been asserted by ERC, on its own behalf, and on behalf of its past and current owners, officers, directors, shareholders, employees, agents, representatives, attorneys, successors and assignees (collectively "Releasers").

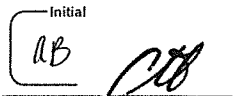
6.3 ERC, on its own behalf only, and Don't Quit on their own behalf only, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notice up to and including the Compliance Date, provided, however, that nothing in Section 6 shall affect or limit any Party's right to seek to enforce the terms of this Agreement.

6.4 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 itself only, and Don't Quit, on behalf of itself only, acknowledge that this Agreement is expressly intended to cover and include all such claims up to and including the Effective Date, including all rights of action therefor. ERC and Don't Quit acknowledge that the claims released in Sections 6.2 and 6.3 above may include unknown claims, and the Parties nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

(i) 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.

ERC, on behalf of itself only, and Don't Quit, on behalf of itself only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

6.5 Compliance with the terms of this Agreement shall be deemed to constitute compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to lead in the Covered Products as set forth in the Notice.

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6.6 Nothing in this Agreement is intended to apply to any occupational exposures arising under Proposition 65, nor shall it apply to any of Don't Quit's products other than the Covered Products.

7. Nothing herein shall be construed as diminishing Don't Quit's continuing obligations to comply with Proposition 65.

8. It is Don't Quit's understanding that the commitments it has agreed to herein, and actions to be taken by Don't Quit under this Settlement Agreement 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 Don't Quit that to the extent any other private party serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to Don't Quit's alleged failure to provide a warning concerning actual or alleged exposure to lead prior to use of the Covered Products they have manufactured, distributed, sold, or offered for sale in California, or will manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to those Covered Products addressed in this Settlement Agreement, provided that Don't Quit is in material compliance with this Settlement Agreement.

9. All notices required to be given to either Party to this Agreement by the other shall be in writing and sent to the following agents listed below via first-class mail, or via electronic mail where required. Courtesy copies of notices sent via first-class mail may also be sent via email.

FOR ENVIRONMENTAL RESEARCH CENTER, INC.:


Chris Heptinstall, Executive Director, Environmental Research Center
3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
Tel: (619) 500-3090
Email: chris.heptinstall@erc501c3.org

With a copy to:

Charles W. Poss
Environmental Research Center, Inc.
3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
Ph: (619) 500-3090
Email: charles.poss@erc501c3.org

FOR DON'T QUIT, LLC

Adam Beier
Chief Financial Officer
715-B N. Douglas Street
El Segundo, CA 90245
Email: Adam@drinkskypop.com

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With a copy to:
Jennifer K. Singh
Amin Wasserman Gurnani, LLP
515 South Flower Street, 18th Floor
Los Angeles, CA 90071
Ph: (213) 933-2562
Email: jsingh@awglaw.com

10. 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 reasonably requested by the California Attorney General, or any other governmental agency, regarding the Notice, the settlement, and this Agreement.

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

12. 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.

13. 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. 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.

15. 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.

16. The Parties acknowledge by signing this Agreement that they have a right to consult an attorney and that they have either consulted their attorney(s) with respect to the Notice and the terms and conditions of this Agreement or have made the decision not to consult with an attorney regarding the Notice and the terms and conditions of this Agreement. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing

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this Agreement.

17. Any modification to this Agreement shall be in writing and signed by the Parties. In the event that the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”) promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemical at issue, which are different from those set forth above, or makes final approved revisions to regulations applicable to Proposition, the covered Products, and the chemical at issue, including to 27 CCR section 25600.2 (2026), then Don’t Quit shall be entitled to seek a modification of this Agreement so that it is in accord with such new regulations or regulatory changes by OEHHA, and such modification shall not be unreasonably withheld by ERC.

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 to recover its reasonable attorneys’ fees and costs 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 Party to the terms and conditions of this Agreement, and have read, understand, and agree to all the terms and conditions in this Agreement.

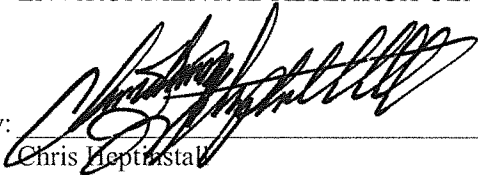
DATED: 5/15/2026

DON'T QUIT, LLC

Signed by:
By: Adam Beier
Name: Adam Beier
Title: Chief Financial Officer

DATED: 5/18/26

ENVIRONMENTAL RESEARCH CENTER, INC.

By: 
Chris Heptinstall
Executive Director

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