

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) between Environmental Research Center, Inc. (“ERC”) and Integral Health Management, Inc., Noticed individually and dba Tao of Wellness and Wellness Living, and Traditions of Tao Corporation, Noticed individually and dba Tao of Wellness and Wellness Living, (collectively “Traditions of Tao”) is effective on the date on which it is fully executed (“Effective Date”). ERC and Traditions of Tao may also be referred to individually as a “Party” and collectively as the “Parties.” The Parties agree as follows:

1. This matter arises out of the Notices of Violation of California Health & Safety Code § 25249.5, *et seq.* (also known as “Proposition 65”) that ERC served on Traditions of Tao on January 2, 2026, and February 26, 2026 (the “Notices”) with regard to the following products identified below (referred to as the “Covered Products”):

1. **Infinichi Five Elements Of Health Balance & Longevity Ancient Secrets Infinite Vitality**
2. **Wellness Living Allergy Tamer Chinese Herbal Dietary Supplement Lungs & Respiration**
3. **Wellness Living Passages Plus Chinese Herbal Dietary Supplement Especially For Women**
4. **Wellness Living Dura-Bone Chinese Herbal Dietary Supplement Traditional Support**
5. **Infinichi Wood Element Authoritative Type Ancient Secrets Infinite Vitality 120 Capsules**
6. **Wellness Living Mood Elevation Chinese Herbal Dietary Supplement Shen & Spirit 65 Capsules**
7. **Wellness Living Hair Nurture Chinese Herbal Dietary Supplement Hair, Skin & Beauty 65 Capsules**
8. **Infinichi Digest**
9. **Infinichi Metal Element Methodical Type Ancient Secrets Infinite Vitality**
10. **Infinichi Daily Health Spark Male Chinese Herbal Dietary Supplement**
11. **Wellness Living PreBiotic Fiber PLUS**
12. **Wellness Living Pain Chinese Herbal Dietary Supplement**
13. **Wellness Living Arthritis/Joint Chinese Herbal Dietary Supplement Traditional Support**

2. The Parties enter into this Agreement in order to fully resolve all claims, demands, and allegations regarding the Notices and for the purpose of avoiding prolonged and costly 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

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Section shall not diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under 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. Traditions of Tao represents that it does not intend to 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 units that have not already been manufactured and are "in the stream of commerce" (as defined in Section 3.1.3, below). To the extent Traditions of Tao decides to reenter the California market with Covered Products that are not presently manufactured and in the stream of commerce:

**3.1** Beginning on the Effective Date, Traditions of Tao 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, any Covered Product which 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 3.2.

**3.1.1** As used in this 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 Traditions of Tao knows will sell the Covered Product 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.

**3.1.3** The requirements of Section 3.1 and 3.2 do not apply to Covered Products that are "in the stream of commerce" prior to the Effective Date. For purposes of this Agreement, the term "in the stream of commerce" means that Covered Products are put into final packaging for consumer sale and are no longer in possession of or under the control of Traditions of Tao.

### 3.2 Clear and Reasonable Warnings

If Traditions of Tao is required to provide a warning pursuant to Section 3.1, one of the following warnings must be utilized ("Warning"):

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**OPTION 1:**

**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](http://www.P65Warnings.ca.gov/food).


**OPTION 2:**

**WARNING:** Risk of [cancer and] reproductive harm from exposure to lead. *See* [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

**OPTION 3:**

**WARNING:** Can expose you to lead, a [carcinogen and] reproductive toxicant. *See* [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

**OPTION 4:**

 **WARNING:** [Cancer and] Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

The Warning shall begin either with the word “**WARNING,**” as indicated above, or the words “**CA WARNING**” or “**CALIFORNIA WARNING,**” in all capital letters and bold print. Traditions of Tao shall use the phrase “cancer and” in the Option 1, Option 2, and Option 4 Warnings and the phrase “carcinogen and” in the Option 3 Warning only if the “Daily Lead Exposure Level” is greater than 15 micrograms of lead per day, assuming consumption in accordance with the largest recommended dosage on the label instructions as set forth in Section 3.1.2, as determined pursuant to the quality control methodology set forth in Section 3.4 or if Traditions of Tao 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 for which a cancer warning is being given, the chemical requiring use of the phrase “cancer and” or “carcinogen and” in the Warning shall always be identified.

The Option 4 Warning may only be used until January 1, 2028. Any Covered Product that is manufactured and labeled prior to January 1, 2028, may use the Option 4 Warning regardless of when the product is sold to a consumer. For the Option 4 Warning, a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline shall be placed to the left of the text of the Warning, in a size no smaller than the height of the word “**WARNING**” (or the words “**CA WARNING**” or “**CALIFORNIA WARNING**”). Where the sign, label or shelf tag for the Covered Product is not printed using the color yellow, the symbol may be printed in black and white.

The Warning shall be prominently affixed to or printed upon the label of any Covered Product, and it must be set off from other surrounding information and enclosed in a box. In addition, for any Covered Product sold over the internet, the Warning shall either appear on the Covered Product’s primary display page or otherwise be provided to the purchaser by being

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prominently displayed on the website prior to completing the purchase. The Warning may be provided via a clearly marked hyperlink using the word “**WARNING**” (or the words “**CA WARNING**” or “**CALIFORNIA WARNING**”) so long as the hyperlink goes directly to a page prominently displaying the Warning without content that detracts from the Warning. The Warning provided on the website may use the same content as the Warning that is provided on the label of the Covered Product. For purposes of this Section 3.2, a warning is not prominently displayed if the purchaser must search for it in the general content of the website.

The Warning shall be at least the same size as the largest of any Consumer Information 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. For purposes of this paragraph, the term “Consumer Information” includes warnings, directions for use, ingredient lists, and nutritional information but does not include the brand name, product name, company name, location of manufacture, or product advertising.

Traditions of Tao must display the above Warning 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 a Covered Product includes consumer information about the Covered Product 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 a Covered Product or its immediate container or wrapper.

### **3.3 Conforming Covered Products**

A Conforming Covered Product is a Covered Product 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 Traditions of Tao to contain other chemicals that violate Proposition 65’s safe harbor thresholds.

### **3.4 Testing and Quality Control Methodology**

**3.4.1** Subject to Sections 3.4.7 and 3.4.8, beginning within one year of the Effective Date, Traditions of Tao shall arrange for lead testing of the Covered Products at least once a year for a minimum of five (5) consecutive years by arranging for testing of three (3) randomly selected samples of the Covered Products, in the form intended for sale to the end-user, which Traditions of Tao 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

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conducted pursuant to this Section demonstrate that no Warning is required for the Covered Products during each of the five (5) 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 five-year testing period, Traditions of Tao changes ingredient suppliers for the Covered Products and/or reformulates the Covered Products, Traditions of Tao shall test that Covered Product annually for at least four (4) consecutive years after such change is made.

**3.4.2** For purposes of measuring the "Daily Lead Exposure Level," the highest lead detection result of the three (3) randomly selected samples of the Covered Products will be controlling.

**3.4.3** All testing pursuant to this Consent Judgment 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 Consent Judgment 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 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 Traditions of Tao'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 thirty (30) days of ERC's written request, Traditions of Tao shall deliver lab reports obtained pursuant to Section 3.4, and related documentation, to ERC. Traditions of Tao shall retain all such lab reports and related documentation for a period of five 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 five-year time period identified in this section 3.4.6.

**3.4.7** The testing and reporting requirements of Section 3.4 do not apply during any period in which Traditions of Tao 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 Traditions of Tao resumes California sales of any Covered Product or begins manufacturing or distributing a Covered Product for sale in California, Traditions of Tao shall first test the Covered Product in compliance with Section 3.4 to determine whether a Warning is required and immediately thereafter begin complying with the testing requirements of this Section 3.4 with respect to that Covered Product.

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3.4.8 Additionally, the testing and reporting requirements of Section 3.4 do not apply to any Covered Product for which Traditions of Tao is providing a Warning, continuously and without interruption from the Effective Date, pursuant to Section 3.2 of this Agreement. In the event a Warning is provided after the Effective Date but Traditions of Tao thereafter ceases to provide the Warning specified in Section 3.2 for any Covered Product, Traditions of Tao may only do so after it has tested such Covered Product, and Traditions of Tao 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 Traditions of Tao 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. 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 consumer products under Proposition 65.

4. Traditions of Tao shall make a total payment of \$34,500 ("Total Settlement Amount") by wire transfer to ERC's account within 10 days of the Effective Date ("Due Date"), for which ERC will give Traditions of Tao the necessary account information. The Total Settlement Amount shall be allocated as follows:

a. \$3,000.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% (\$2,250.00) 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% (\$750.00) of the civil penalty.

b. \$5,485.76 shall be considered a reimbursement to ERC for its costs incurred as a result of bringing this matter to Traditions of Tao's attention and negotiating a settlement.

c. \$26,014.24 shall be distributed to ERC for its in-house legal fees.

d. In the event that Traditions of Tao fails to remit the Total Settlement Amount owed under Section 4 of this Agreement on or before the Due Date, Traditions of Tao shall be deemed to be in material breach of its obligations under this Agreement. ERC shall provide written notice of the delinquency to Traditions of Tao via electronic mail. If Traditions of Tao fails to deliver the Total Settlement Amount within five days from the written notice, the Total Settlement Amount 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 Traditions of Tao 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, Traditions of Tao agrees to pay ERC's reasonable attorneys' fees and costs for any efforts to collect the payment due under this Agreement.

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5. Except as expressly set forth in Section 4, the Parties shall bear their own costs, expenses, and attorneys' fees related to the Notices.

**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 Traditions of Tao and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers (not including private label customers of Traditions of Tao), distributors, wholesalers, retailers, and all other upstream and downstream entities in the distribution chain of any Covered Product, and the predecessors, successors, and assigns of any of them (collectively, "Released Parties").

6.2 ERC, on behalf of itself only, 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 Effective Date.

6.3 ERC, on its own behalf only, and Traditions of Tao on its 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 Notices up to and including the Effective 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 Notices and relating to the Covered Products, will develop or be discovered. ERC, on behalf of itself only, and Traditions of Tao, 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 Traditions of Tao 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:

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 Traditions of Tao, on behalf of itself only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

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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 Notices.

6.6 Nothing in this Agreement is intended to apply to any occupational or environmental exposures arising under Proposition 65, nor shall it apply to any of Traditions of Tao's products other than the Covered Products.

7. Nothing herein shall be construed as diminishing Traditions of Tao's continuing obligations to comply with Proposition 65.

8. It is Traditions of Tao's understanding that the commitments it has agreed to herein, and actions to be taken by Traditions of Tao 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 Traditions of Tao 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 Traditions of Tao's alleged failure to provide a warning concerning actual or alleged exposure to lead prior to use of the Covered Products it has 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 Traditions of Tao 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, Inc.  
3111 Camino Del Rio North, Suite 400  
San Diego, CA 92108  
Tel: (619) 500-3090  
Email: [chris.heptinstall@erc501c3.org](mailto: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](mailto:charles.poss@erc501c3.org)

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**FOR INTEGRAL HEALTH MANAGEMENT, INC. and TRADITIONS OF TAO CORPORATION:**

Emm Wang  
1240 6th Street  
Santa Monica, CA 90401  
Email: ewang@taoofwellness.com

With a copy to:  
Amy P. Lally  
Sidley Austin LLP  
1999 Avenue of the Stars, Fl 17  
Los Angeles, CA 90067  
Ph: (310) 595-9500  
Email: alally@sidley.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 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 Notices, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the Notices 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.

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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 Notices and the terms and conditions of this Agreement or have made the decision not to consult with an attorney regarding the Notices 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 this Agreement.

17. The Parties agree not to make false, misleading, or disparaging public statements regarding the Notices, the Agreement, the Parties, or the Parties' counsel.

18. Any legal action to enforce this Agreement shall be brought in the county of Alameda of the State of California. The Parties shall be entitled to recover their 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 Parties to the terms and conditions of this Agreement, and have read, understand, and agree to all the terms and conditions in this Agreement.

*Signatures on Following Page*

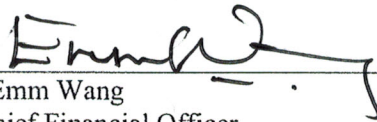
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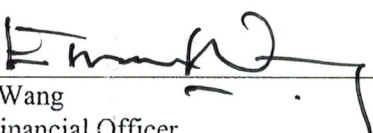
DATED: 4/29/26

INTEGRAL HEALTH MANAGEMENT, INC.

By:   
Name: Emm Wang  
Title: Chief Financial Officer

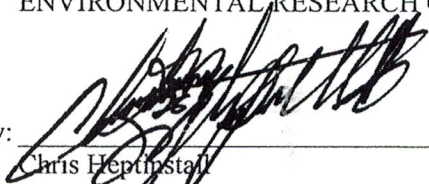
DATED: 4/29/26

TRADITIONS OF TAO CORPORATION

By:   
Name: Emm Wang  
Title: Chief Financial Officer

DATED: 4/27/26

ENVIRONMENTAL RESEARCH CENTER, INC.

By:   
Chris Henthorn  
Executive Director

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