

## LIMITED RELEASE AGREEMENT

This Limited Release Agreement (the "Agreement") is entered into this 5th day of March, 2026, between Mayday Medicines Inc., d/b/a/ Mayday Health (Mayday Health) and the State of South Dakota (South Dakota) which are collectively referred to as "Parties."

### RECITALS

- A. Mayday Health is a pro-choice non-profit organization organized under the laws of Delaware and headquartered in New York, New York.
- B. Mayday Health targeted South Dakota for a campaign beginning December 8, 2025. The campaign consisted of placing placards at gas stations that read, in prominent letters, "PREGNANT? DON'T WANT TO BE?" Below the main tagline of the placard was a prompt for consumers to "LEARN MORE AT MAYDAY.HEALTH" (hereinafter, the "Gas Station Placards").
- C. MAYDAY.HEALTH (hereinafter referred to as "website") states that third parties provide abortion pills "in all 50 states" regardless of the fact that abortion pills are illegal in South Dakota.
- D. On December 10, 2025, the South Dakota Attorney General issued a cease-and-desist letter to Mayday Health, demanding that it refrain from conducting any advertising related to the delivery of abortion drugs to the State of South Dakota.
- E. Mayday Health declined to remove its Gas Station Placards in South Dakota in a letter dated December 19, 2025, on the grounds that its speech was noncommercial speech protected by the First Amendment and not regulable under state consumer protection laws.
- F. The South Dakota Attorney General filed a motion for a preliminary injunction in South Dakota State Court, File #32 Civ. 25-339, on December 22, 2025 (hereinafter, the "South Dakota Action"). In the motion, the State alleged that Mayday Health's Gas Station Placards constituted deceptive acts and practices, false pretense, false promises, or misrepresentations, and the concealment, suppression, or omission of material facts in connection with the advertisement of abortion-inducing pills and abortion services in violation of SDCL 37-24-6.
- G. Mayday Health filed a complaint for injunctive and declaratory relief in the United States District Court for the Southern District of New York, File

#1:26-cv-78, on January 2, 2026 (hereinafter, the "New York Action"). In the complaint, Mayday Health alleged the South Dakota Attorney General violated its First Amendment rights.

- H. On February 11, 2026, the New York federal court denied Mayday Health's preliminary injunction motion, but solely on the grounds that *Younger v. Harris*, 401 U.S. 37 (1971) required the court to abstain from interfering in the action in South Dakota.
- I. The Parties desire to fully and finally resolve, for valuable consideration, any and all actual and potential claims, causes of action, and disputes the Parties may have regarding the South Dakota Action and the New York Action (collectively, the "Actions").
- J. To fully resolve the Actions, the Parties reach a full and final joint limited release pursuant to the Terms and Conditions below.

### TERMS AND CONDITIONS

1. Mayday Health agrees that it will ensure the removal of the Gas Station Placards and will terminate its campaign to place additional Gas Station Placards throughout South Dakota. Mayday Health also agrees that, going forward, it will not place, either directly or indirectly through third-party actions, any signs, posters, placards, billboards, or other physical media within the physical borders of South Dakota that aid, abet, or solicit illegal conduct as established by law.
2. Mayday Health and South Dakota agree to jointly dismiss the South Dakota Action and the New York Action within 24 hours of the execution of this agreement. The Parties further agree to waive any right to appeal from these matters.
3. In consideration of the obligations of Mayday Health in this Agreement, South Dakota (on behalf of itself, and its officers, agents, agencies, and departments) fully and finally releases Mayday Health (as well as its members, directors, affiliates, employees and agents) from any claims South Dakota has brought or may have brought in the South Dakota Action.
4. Mayday Health fully and finally releases South Dakota, its agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Mayday Health has brought or may have brought in the New York Action.
5. Notwithstanding any term of this Agreement, the following claims of South

Dakota are specifically reserved and are not released:

- a. Any criminal conduct; and
- b. Any liability based upon obligations created by this Agreement.

6. Notwithstanding any term of this Agreement, the following claims of Mayday Health are specifically reserved and are not released:

- a. Any liability based upon obligations created by this Agreement.

7. This Agreement is governed by the laws of the State of South Dakota. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement is the Sixth Circuit Court in Hughes County, South Dakota.

8. All Parties consent to the disclosure of this Agreement, and information about this Agreement, to the public.

9. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

10. Mayday Health represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

11. For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

13. The invalidity or unenforceability of any particular provision of this Agreement may not affect its other provisions, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

14. Mayday Health and South Dakota signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

15. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

16. This Agreement is binding on Mayday Health's successors, transferees,

heirs, and assigns.

17. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures or scanned signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the year and date first above written.

**MAYDAY HEALTH**



Liv Raisner

\_\_\_\_\_  
Mayday Health Authorized Agent

Executive Director

\_\_\_\_\_  
Title

March 5, 2026

\_\_\_\_\_  
Date



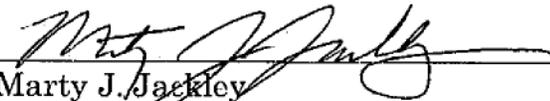
Adam S. Sieff

\_\_\_\_\_  
Counsel for Mayday Health

March 5, 2026

\_\_\_\_\_  
Date

**STATE OF SOUTH DAKOTA**



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Marty J. Jackley  
South Dakota Attorney General

3/5/26

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Date