

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the U.S. Department of Justice and on behalf of the U.S. Small Business Administration (“SBA”) (“United States”) and Fujisoft America, Inc. (“FSAI”) (hereafter collectively referred to as “Parties”), through their authorized representatives.

RECITALS

A. FSAI is a California corporation with its principal place of business in San Mateo, California. FSAI is a wholly-owned subsidiary of Fujisoft Inc., a publicly-traded Japanese software company listed on the Tokyo Stock Exchange. Together with its various subsidiaries, Fujisoft Inc. has approximately 15,000 employees. In 2019, 2020, and 2021, Fujisoft Inc. reported net sales of JPY 231 billion, 241 billion, and 258 billion and profits of JPY 7.8 billion, 8.6 billion, and 9.1 billion, respectively.

B. The Coronavirus Aid, Relief, and Economic Security (“CARES”) Act, which was enacted in March 2020, was designed to provide emergency financial assistance to millions of Americans suffering economic effects caused by the COVID-19 pandemic. One source of relief provided by the CARES Act was the authorization of forgivable loans to businesses for job retention and certain other expenses through loans issued under the Paycheck Protection Program (“PPP”), established under Section 1102(a)(2) of the CARES Act.

C. To obtain a PPP loan, a qualifying business must submit a PPP loan application, which is signed by an authorized representative of the business. The loan application requires the business, through its authorized representative, to acknowledge the program rules and to make certain affirmative certifications to be eligible to obtain the PPP loan. A PPP loan application must be processed by a participating lender. If a loan application is approved, the participating lender funds the loan, which is 100% guaranteed by the SBA.

D. A business that complies with the program rules and uses the PPP loan for qualifying expenses can apply for forgiveness of the loan. To obtain PPP loan forgiveness, a qualifying business must submit a PPP loan forgiveness application, which is signed by an authorized representative of the business. The loan forgiveness application requires the business, through its authorized representative, to acknowledge the program rules and make certain affirmative certifications to be eligible to obtain PPP loan forgiveness. A PPP loan forgiveness application must be processed by the participating lender. If a loan forgiveness application is approved, the business's obligation to repay the loan is forgiven, and the SBA reimburses the participating lender at Government expense and bears 100% of the loan amount, plus forgiven interest and loan processing fees.

E. PPP rules required businesses to certify that they employed no more than 500 employees in order to be eligible for a PPP first-draw loan (aside from certain specified exceptions not applicable here).

F. PPP rules required businesses to certify that they employed no more than 300 employees in order to be eligible for a PPP second-draw loan (aside from certain specified exceptions not applicable here).

G. PPP rules required businesses to certify that they had realized a reduction in gross receipts in excess of 25% from 2019 to 2020, or respective calendar quarters thereof, in order to be eligible for a PPP second-draw loan.

H. PPP rules required businesses to count their employees and the employees of all of their domestic and foreign affiliates.

I. PPP rules required businesses to aggregate their gross receipts and the gross receipts of all of their domestic and foreign affiliates.

J. The United States contends that, as set forth in further detail in Paragraph 1 below, FSAI knowingly caused false or fraudulent claims for payment to be presented to the SBA, and knowingly made false statements material to those false or fraudulent claims, in connection with its applications for first-draw and second-draw PPP loans, totaling \$400,000, and in connection with its applications for PPP loan forgiveness, totaling \$400,000 plus interest. The United States contends that SBA relied on FSAI's false claims and statements and that FSAI's conduct caused the United States to suffer \$421,979.45 in damages. The conduct described in this Paragraph J and in Paragraph 1 below is referred to below as the "Covered Conduct."

K. The United States contends that it has certain civil claims against FSAI for violating the False Claims Act, 31 U.S.C. §§ 3729–33, arising from the Covered Conduct.

L. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. FSAI admits, acknowledges, and accepts responsibility for the following conduct:
 - a. In April 2020, FSAI considered applying for a PPP first-draw loan.
 - b. On April 4, 2020, FSAI's Chief Financial Officer ("CFO") wrote an email to its bank, a financial institution based in New York, New York ("Lender"), on which FSAI's Business Operations Manager was copied, that stated:

I have a question. Fujisoft America is owned by Fujisoft Inc, a Japanese company. The company's number of employees is more than 8,000. I don't think we're eligible for the program. What do you think?

The requirements of this loan said:

§121.105 How does SBA define “business concern or concern”?

(b) A business concern may be in the legal form of an individual proprietorship, partnership, limited liability company, corporation, joint venture, association, trust or cooperative, except that where the form is a joint venture there can be [] no more than 49 percent participation by foreign business entities in the joint venture.

§121.301 What size standards and affiliation principles are applicable to financial assistance programs?

(8) *Determining the concern’s size.* In determining the concern’s size, SBA counts the receipts, employees (§121.201), or the alternate size standard (if applicable) of the concern whose size is at issue and all of its domestic and foreign affiliates, regardless of whether the affiliates are organized for profit.

(italics and highlighting in original)

- c. On or about April 6, 2020, FSAI submitted an application for a \$250,000 PPP first-draw loan to the Lender. On or about May 4, 2020, FSAI received from the Lender \$250,000 in PPP funds.
- d. On May 8, 2020, FSAI’s Certified Public Accountant (“CPA”) wrote an email to FSAI’s Business Operations Manager that stated:

You may already know but a new Treasury Dept FAQ that could potentially make you ineligible for the PPP loan came out a few days ago. You will have until May 14 to return the money without any consequences.

44. Question: How do SBA’s affiliation rules at 13 C.F.R. 121.301(f) apply with regard to counting the employees of foreign and U.S. affiliates?

Answer: For purposes of the PPP’s 500 or fewer employee size standard, an applicant must count all of its employees and the employees of its U.S[.] and foreign affiliates, absent a waiver of or an exception to the affiliation rules. 13 C.F.R. 121.301(f)(6). Business concerns seeking to

qualify as a “small business concern” under section 3 of the Small Business Act (15 U.S.C. 632) on the basis of the employee based size standard must do the same.

FSAI’s Business Operations Manager wrote an email on which FSAI’s CFO was copied that stated in part that:

We were contacted by our CPA regarding the PPP Loan. He mentioned that according to the new Treasury Dept FAQ below which came out a few days ago, we, Fujisoft America is ineligible for the PPP loan and we will have until May 14 to return the money without any consequences.

- e. On or about May 14, 2020, FSAI returned to the Lender the \$250,000 in PPP funds it had received, because it knew that it was ineligible to receive a PPP loan because it and its affiliates had more than 500 employees.
- f. In July 2020, FSAI considered applying again for a PPP first-draw loan.
- g. On July 3, 2020 at 4:20 p.m., FSAI’s Business Operations Manager emailed FSAI’s CPA asking if FSAI was eligible to reapply for a PPP loan.
- h. On July 3, 2020 at 4:59 p.m., FSAI’s CPA wrote an email to FSAI’s Business Operations Manager that stated:

To the best of my knowledge, I believe you are still ineligible but you should discuss this with your bank as they hold some part of the responsibility in extending you the loan.

- i. On or about July 3, 2020 at 7:20 p.m., FSAI applied for another \$250,000 PPP first-draw loan by submitting a PPP Borrower Application Form (SBA Form 2483) (“July 2020 Loan Application”). FSAI thereafter

received from the Lender \$250,000 in PPP funds. The SBA paid the Lender \$12,500 in loan-processing fees for this loan.

- j. On or about October 28, 2020, FSAI applied for forgiveness of its \$250,000 PPP first-draw loan by submitting a PPP Loan Forgiveness Application Form (SBA Form 3508EZ) (“October 2020 Forgiveness Application”). FSAI thereafter received full forgiveness of its loan and retained the entirety of the \$250,000 it had received. The SBA paid the Lender \$250,000, plus \$1,465.75 in interest, to recompensate the Lender for this forgiven loan.
- k. On or about February 2, 2021, FSAI applied for a \$150,000 PPP second-draw loan by submitting a PPP Borrower Application Form (SBA Form 2483-SD) (“February 2021 Loan Application”) to the Lender. FSAI thereafter received from the Lender \$150,000 in PPP funds. The SBA paid the Lender \$7,500 in loan-processing fees for this loan.
- l. On or about May 19, 2021, FSAI applied for forgiveness of its \$150,000 PPP second-draw loan by submitting a PPP Loan Forgiveness Application Form (SBA Form 3508S) (“May 2021 Forgiveness Application”). FSAI thereafter received full forgiveness of its loan and retained the entirety of the \$150,000 it had received. The SBA paid the Lender \$150,000, plus \$513.70 in interest, to recompensate the Lender for this forgiven loan.
- m. In its Loan Applications and Forgiveness Applications, FSAI made representations and certifications that it knew were false and material. In each of its two Loan Applications and each of its two Forgiveness

Applications, FSAI falsely stated that it had 13 employees at the time it applied for its PPP loans and did not disclose that, with its affiliates, it had approximately 15,000 employees. In each of its two Loan Applications, FSAI further falsely certified that it met the size restrictions (no more than 500 and 300 employees, respectively) necessary to be eligible for a PPP loan. In each of its two Loan Applications, FSAI further falsely certified that it was eligible to receive a PPP loan under the rules in effect issued by the SBA at the time its Application was submitted. In its February 2021 Loan Application, FSAI further falsely certified that it had realized a reduction in gross receipts in excess of 25% from 2019 to 2020, or respective calendar quarters thereof, and did not disclose that, with its affiliates, it had realized an increase (not a reduction) in gross receipts from 2019 to 2020. In its May 2021 Forgiveness Application, FSAI further falsely certified that it had complied with all rules issued by the SBA regarding the calculation and documentation of its claimed revenue reduction. Finally, in each of its two Loan Applications and each of its two Forgiveness Applications, FSAI further falsely certified that all information that it provided and all supporting documents and forms were true and accurate in all material respects.

- n. FSAI's false claims and false statements caused it to receive and retain \$400,000 in PPP funds to which it was not entitled and caused the SBA to pay out a total of \$421,979.45 at Government expense.

2. FSAI shall pay to the United States the sum of one million fifty thousand dollars (\$1,050,000) (“Settlement Amount”), plus interest on the Settlement Amount that shall be compounded annually at a rate of 4.72% per annum from June 5, 2023 to the date of each payment, by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney’s Office for the Northern District of California, under the terms and conditions specified herein.

- a. Within seven (7) days of the Effective Date of this Agreement, FSAI will make a payment to the United States in the amount of five hundred thousand dollars (\$500,000), plus interest at a rate of 4.72% per annum from June 5, 2023 to the date of such payment.
- b. Over a period of three years, FSAI will pay the remaining five hundred fifty thousand dollars (\$550,000), plus interest at a rate of 4.72% per annum from June 5, 2023 to the date of each such payment, pursuant to the payment schedule attached as Exhibit A (“Payments Over Time”).
- c. If FSAI is sold, merged, or transferred, or a significant portion of the assets of FSAI is sold, merged, or transferred, FSAI shall promptly notify the United States, and all remaining payments owed pursuant to the Settlement Agreement shall be accelerated and become immediately due and payable.
- d. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

- e. All payments by FSAI up to four hundred twenty-one thousand nine hundred seventy-nine dollars and forty-five cents (\$421,979.45) are restitution to the United States.

3. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below and subject to Paragraph 5 (concerning disclosure of assets), Paragraph 10 (concerning default), and Paragraph 11 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount plus interest due under Paragraph 2, the United States releases FSAI from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729–33; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801–12; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

4. Notwithstanding the releases given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement; and
- f. Any liability of individuals.

5. FSAI has provided sworn financial disclosures and supporting documents (“Financial Disclosures”) to the United States and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. FSAI warrants that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the United States learns of asset(s) in which FSAI had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy FSAI’s obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by FSAI on, or in connection with, the Financial Disclosures, the United States may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of FSAI’s previously undisclosed assets. FSAI agrees not to contest any collection action undertaken by the United States pursuant to this provision, and agrees that it will immediately pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States’ reasonable attorneys’ fees and expenses incurred in such an action. In the event that the United States, pursuant to this paragraph, rescinds this Agreement, FSAI waives and agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written notification to FSAI that this Agreement has been rescinded, and (b) relate to the Covered Conduct.

6. FSAI waives and shall not assert any defenses FSAI may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

7. FSAI fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that FSAI has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

8. FSAI agrees to the following:

- a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of FSAI, and its present or former officers, directors, employees, shareholders, and agents in connection with:
 - i. the matters covered by this Agreement;
 - ii. the United States' civil investigation of the matters covered by this Agreement;
 - iii. FSAI's investigation, defense, and corrective actions undertaken in response to the United States' civil investigation in connection with the matters covered by this Agreement (including attorneys' fees);
 - iv. the negotiation and performance of this Agreement; and

v. the payment FSAI makes to the United States pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as “Unallowable Costs”).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by FSAI, and FSAI shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, FSAI shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by FSAI or any of its subsidiaries or affiliates from the United States. FSAI agrees that the United States, at a minimum, shall be entitled to recoup from FSAI any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine FSAI’s books and records and to disagree with any calculations submitted by FSAI or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by FSAI, or the effect of any such Unallowable Costs on the amount of such payments.

9. FSAI agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, FSAI shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. FSAI further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

10. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to FSAI's financial condition as reflected in the Financial Disclosures referenced in Paragraph 5.

- a. In the event that FSAI fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 2 above, FSAI shall be in Default of FSAI's payment obligations ("Default"). The United States will provide a written Notice of Default, and FSAI shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to FSAI, or to such other representative as FSAI shall designate in advance in writing. If FSAI fails to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the

absence of an agreement with the United States to a modified payment schedule (“Uncured Default”), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

- b. In the event of Uncured Default, FSAI agrees that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against FSAI for the claims that would otherwise be covered by the releases provided in Paragraph 3 above, with any recovery reduced by the amount of any payments previously made by FSAI to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to FSAI and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, FSAI agrees immediately to pay the United States the greater of (i) a ten-

percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, FSAI waives and agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against FSAI within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct. FSAI agrees not to contest any offset, recoupment, and /or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

11. In exchange for valuable consideration provided in this Agreement, FSAI acknowledges the following:
 - a. FSAI has reviewed its financial situation and warrants that it is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.
 - b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to FSAI, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these

mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

- c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.
- d. The Parties do not intend to hinder, delay, or defraud any entity to which FSAI was or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).
- e. If any of FSAI's payments or obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, FSAI or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of FSAI's debts, or to adjudicate FSAI as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for FSAI or for all or any substantial part of FSAI's assets:
 - i. the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against FSAI for the claims that would otherwise be covered by the releases provided in Paragraph 3 above; and

- ii. the United States has an undisputed, noncontingent, and liquidated allowed claim against FSAI in the amount of \$1,644,190.35, plus interest compounded annually at a rate of 4.72% per annum from June 5, 2023, less any payments received pursuant to Paragraph 2 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by a receiver, trustee, creditor, custodian, or similar official.

12. FSAI agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 11.e is not subject to an “automatic stay” pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States’ police and regulatory power. FSAI shall not argue or otherwise contend that the United States’ claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). FSAI waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to FSAI that the releases have been rescinded pursuant to this paragraph.

13. This Agreement is intended to be for the benefit of the Parties only.

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

15. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

16. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Northern District of California. For purposes of construing this Agreement, 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.

17. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

18. The undersigned signatories and counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

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

20. This Agreement is binding on FSAI's successors, transferees, heirs, and assigns.

21. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

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

THE UNITED STATES OF AMERICA

ISMAIL J. RAMSEY
United States Attorney

DATED: June 6, 2023

BY: _____
SHIWON CHOE
Assistant United States Attorney
United States Attorney's Office
Northern District of California


FUJISOFT AMERICA, INC.

DATED: Jun 5, 2023

BY: *Tsunehisa Nakajima*
Tsunehisa Nakajima (Jun 5, 2023 17:19 PDT)

TSUNEHISA NAKAJIMA
Chief Financial Officer
Fujisoft America, Inc.

DATED: Jun 6, 2023

BY: 
Dai Yoshida (Jun 6, 2023 10:21 GMT+9)

DAI YOSHIDA
Blackbelt Legal, Inc.
Counsel for Fujisoft America, Inc.

EXHIBIT A¹

Payment Due Date	Principal Payment Due (not including interest)	Balance (not including interest)
—	—	\$1,050,000.00
6/12/2023	\$500,000	\$550,000.00
12/5/2023	\$100,000	\$450,000.00
6/5/2024	\$100,000	\$350,000.00
12/5/2024	\$100,000	\$250,000.00
6/5/2025	\$100,000	\$150,000.00
12/5/2025	\$100,000	\$50,000.00
6/5/2026	\$50,000	\$0.00
Total	\$1,050,000	—

¹ In advance of each payment, the United States will provide payment instructions that reflect the principal amount owed as well as interest for each payment.