

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Army and Air Force Exchange Service (“AAFES”) (collectively the “United States”) and Schaefer Systems International, Ltd. (“SSI”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. SSI markets and sells warehouse logistics systems, including boxes, racks, and automated storage solutions, and provides related services. SSI conducts business throughout Asia, including in the Republic of Korea. The indirect parent company of SSI is SSI Schäfer GmbH & Co. KG, previously named Fritz Schäfer GmbH & Co. KG, which is headquartered in Neunkirchen, Germany.

B. In November 2023, SSI disclosed to the United States Department of Justice that an internal investigation had revealed potential violations of procurement integrity requirements imposed by AAFES under contract number K0170087 to deliver a pallet racking system for a newly-constructed warehouse located at Camp Humphreys in the Republic of Korea.

C. The United States contends that it has certain civil claims against SSI arising from SSI’s payment of undisclosed fees to an individual not employed by SSI who assisted SSI in securing the award of contract number K0170087 in January 2018. Prior to the award of the AAFES contract, SSI knowingly and falsely certified that it was in compliance with a procurement integrity provision limiting the payment of

commissions to certain bona fide employees and agencies. The conduct described in this Paragraph C is referred to below as the Covered Conduct.

D. SSI received credit under the Department of Justice's guidelines for taking disclosure, cooperation, and remediation into account in False Claims Act cases, Justice Manual § 4-4.112.

E. This Agreement is neither an admission of liability by SSI nor a concession by the United States that its claims are not well founded.

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 Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. SSI shall pay to the United States eight-hundred seventy-six thousand dollars (\$876,000) ("Settlement Amount") and interest on the Settlement Amount at a rate of four percent (4%) per annum from June 15, 2025, of which four-hundred thirty-eight thousand dollars (\$438,000) is restitution, by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice no later than seven (7) days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount, plus accrued interest, the United States releases SSI together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them from any civil or administrative monetary claim the United States has for the

Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Contract Disputes Act, 41 U.S.C. §§ 7101-7109, or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

3. Notwithstanding the release given in Paragraph 2 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;
- f. Any liability of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and

- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

4. SSI waives and shall not assert any defenses SSI 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.

5. SSI 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 SSI 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.

6. 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 SSI, and its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) SSI's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and

civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

(4) the negotiation and performance of this Agreement;

(5) the payment SSI 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 SSI, and SSI 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, SSI shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by SSI or any of its subsidiaries or affiliates from the United States. SSI agrees that the United States, at a minimum, shall be entitled to recoup from SSI 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 SSI's books and records and to disagree with any calculations submitted by SSI or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by SSI, or the effect of any such Unallowable Costs on the amount of such payments.

7. SSI agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, SSI 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. SSI 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.

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

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

11. 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 District of Columbia. 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.

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

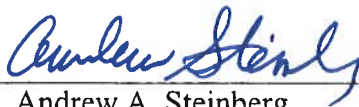
14. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

15. This Agreement is binding on SSI's successors, transferees, heirs, and assigns.

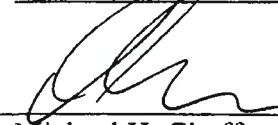
16. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.


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 shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 7/8/2025 BY: 
Andrew A. Steinberg
Senior Trial Counsel
Commercial Litigation Branch, Civil Division
United States Department of Justice

SCHAEFER SYSTEMS INTERNATIONAL, LTD.

DATED: 7.7.2025 BY: 
Michael H. Ghaffar
General Counsel for SSI Schaefer Group

DATED: 7/7/25 BY: 
Jonathan D. King
Counsel for Schaefer Systems International, Ltd.