SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among (i) the United States of America, acting through the United States Department of Justice (the "Department of Justice") and on behalf of the Department of Commerce ("Commerce"); and (ii) Ventana Productions, Inc. ("Ventana") (the United States and Ventana each a "Party" and collectively the "Parties"), through their authorized representatives.

RECITALS

A. The United States contends that it has certain civil and administrative claims against Ventana arising from the following alleged conduct. The actions, transactions, occurrences, and alleged wrongdoing set forth in this Paragraph A are herein collectively referred to as the "Covered Conduct."

i. Ventana performed work for and submitted invoices to the Bureau of the Census ("Census"), a component of Commerce, pursuant to Time and Material delivery order number YA1323-16-NC-0106, under General Services Administration Multiple Award Schedule GS-23-F-00074P, and Time and Material delivery order number 1333LB21F00000176, under General Services Administration Multiple Award Schedule 47QRAA21D005M.

ii. Under Invoice 2190465, dated July 16, 2019, Ventana billed Census $240 in "parking" charges that were concealing reimbursement of food for Ventana employees.

iii. Under Invoice 2222135, dated March 14, 2022, Ventana billed Census $495 in "media transfer" and "hard drive" charges that were concealing reimbursement of food for Ventana employees.

iv. Under Invoice 2222209R, dated April 26, 2022, Ventana billed Census $136.02 for "media transfer" charges that were concealing reimbursement of food for Ventana employees.

v. Under Invoice 2300551, dated October 2, 2023, Ventana billed Census $129.98 for a "hard drive" that was concealing reimbursement of food for Ventana employees.

vi. Under Invoice 2300606R, dated December 28, 2023, Ventana billed Census for a $40 "hard drive" that was concealing reimbursement of food for Ventana employees.

vii. Under Invoice 2400000, dated January 2, 2024, Ventana billed Census for a $42.27 "hard drive" that was concealing reimbursement of food for Ventana employees.

viii. Under Invoice 2400079, dated February 9, 2024, Ventana billed Census for two "hard drives" totaling $450 that was concealing reimbursement of food for Ventana employees.

ix. As a result of the forgoing false invoices for products and services that were not actually provided to the Government, Census paid Ventana $1,533.27 that it would not have otherwise paid.

B. This Agreement is made in compromise of disputed claims. This Agreement is not an admission of facts or liability by Ventana 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. Ventana shall pay to the United States the total sum of fifty thousand dollars ($50,000), of which one thousand five hundred thirty-three dollars and twenty-seven cents ($1,533.27) is restitution, within 30 days of the Effective Date of the Agreement (the "Settlement Amount").

2. Subject to the exceptions in Paragraph 3 below (concerning excluded claims), and conditioned upon Ventana's full payment of the Settlement Amount, the United States releases Ventana 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 common law theories of breach of contract, payment by mistake, unjust enrichment, negligent misrepresentation, or fraud.

3. Notwithstanding the releases given in Paragraph 2 above, or any other term of this Agreement, the following claims 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. Any administrative liability (except administrative monetary claims noted in Paragraph 2 above), 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. Ventana waives and shall not assert any defenses Ventana 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. Ventana fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney fees, costs, and expenses of every kind and however denominated) that Ventana 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. Ventana 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 Ventana, 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) Ventana'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; and/or

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

7. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity.

8. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, except as otherwise expressly provided herein.

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

10. This Agreement is governed by the laws of the United States.

11. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Columbia unless that Court determines that venue or jurisdiction is lacking over any such dispute.

12. 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.

13. This Agreement constitutes the complete agreement between the Parties.

14. This Agreement may not be amended except by written consent of the Parties.

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

16. This Agreement is binding on Ventana's successors, transferees, heirs, and assigns.

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

18. This Agreement is effective on the date of signature of the last signatory to the Agreement (the "Effective Date" of this Agreement).

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

<REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGES TO FOLLOW>

FOR THE UNITED STATES OF AMERICA:

DATED: __________ BY: SEAN TEPE Digitally signed by SEAN TEPE Date: 2026.07.17 15:36:47 -04'00'

SEAN M. TEPE
Assistant United States Attorney
U.S. Attorney's Office for the District of Columbia

FOR COMPANY:

DATED: 7/21/26 BY: ______________________

ARMANDO ALMANZA
President
Ventana Productions, Inc.