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 United States Small Business Administration (collectively the "United States"), Glow Networks, Inc., Secova, Inc., and GNGH2 Inc. (all hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Glow Networks, Inc. ("Glow Networks") is a Delaware corporation with its principal place of business in Texas. Secova, Inc. ("Secova" and, together with Glow Networks, "Defendants") is a Delaware corporation with its principal place of business in New Jersey.

B. In early 2020, as part of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Congress created the Paycheck Protection Program ("PPP"), a loan program that was administered by the United States Small Business Administration ("SBA"). In early 2021, SBA authorized a second series of PPP loans, generally referred to as "Second Draw" PPP loans.

C. On April 26, 2025, GNGH2 Inc. ("Relator") filed a *qui tam* action in the United States District Court for the District of Delaware captioned *United States ex rel. GNGH2 Inc. v. Secova, Inc., et al.*, Civil Action No. 25-cv-513-GBW, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Civil Action").

D. The United States contends that it has certain civil claims against Defendants (collectively, "Defendants") arising from Defendants' applications for Second Draw PPP loans (the "Second Draw Loans") and SBA's forgiveness of those loans. That conduct is referred to below as the Covered Conduct.

E. Specifically, the United States contends that, on their applications for the Second Draw Loans and their forgiveness applications for the Second Draw Loans, Defendants falsely certified that they, together with their domestic and foreign affiliates, had fewer than 300 employees, which was a requirement to be eligible for the loans and for forgiveness of the loans.

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

G. Defendants admit the undisputed facts set forth in the attached Statement of Facts.

H. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees, and costs.

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. Defendants shall pay to the United States three million, eight hundred sixty-nine thousand, one hundred and two dollars and eighty-nine cents

($3,869,102.68) (the "Settlement Amount"), of which two million, two hundred seventy-five thousand, nine hundred and forty-two dollars and seventy-five cents ($2,275,972.75) is restitution, to be paid according to the following payment schedule by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the District of Delaware:

a. $1,160,730.81 to be paid within sixty (60) days of the Effective Date of this Agreement (the "Initial Payment");

b. $902,790.63 to be paid within six (6) months of the Effective Date of this Agreement;

c. $902,760.62 to be paid within twelve (12) months of the Effective Date of this Agreement; and

d. $902,760.62 to be paid within eighteen (18) months of the Effective Date of this Agreement.

2. Conditioned upon the United States receiving the settlement amount payments set out in Paragraph 1, the United States agrees that it shall pay to Relator by electronic funds transfer 10 percent of each such payment received under Paragraph 1 ("Relator's Share") as soon as feasible after receipt of the payment. Should Defendants fail to make any payment required by Paragraph 1, the United States shall have no obligation to make a payment to the Relator.

3. Defendants will pay to Relator $2,205 for expenses, attorneys' fees, and costs pursuant to 31 U.S.C. § 3730(d). Defendants and Relator agree that this amount represents reasonable expenses, attorney's fees, and costs for the Civil Action.

4. Subject to the exceptions in Paragraph 6 below, and upon the United States' receipt of the Settlement Amount, the United States releases Defendants together with their 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; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 6 below, and upon the United States' receipt of the Settlement Amount, Relator, for itself and for its members, successors, attorneys, agents, and assigns, releases Defendants from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. Notwithstanding the releases given in Paragraph 4 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 the 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.

7. Relator and its members, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and its members, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Relator, for itself and for its members, owners, heirs, successors, attorneys, agents, and assigns, releases Defendants, and their current and former parent corporations, officers, directors, agents, employees, successors, and assigns from any claims, actions, causes of action, rights, damages, costs, liability, or any other expenses or compensation of any nature under any theory of recovery to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

9. Defendants waive and shall not assert any defenses Defendants 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.

10. Defendants fully and finally release 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 Defendants have 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 or the United States' investigation or prosecution thereof.

11. 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 Defendants, and their 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 investigation(s) of the matters covered by this Agreement;

(3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and

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

(4) the negotiation and performance of this Agreement;

(5) the payments Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorneys fees,

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

12. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their 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. Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed by another on their behalf.

13.

a. In the event that Defendants fail to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Defendants shall be in Default of their payment obligations ("Default"). The United States will provide a written Notice of Default, and Defendants shall have an opportunity to cure such Default within fourteen (14) calendar days from the date of receipt of the Notice of

Default by making the payment due under the payment schedule. Notice of Default will be delivered to Defendants, or to such other representative as Defendants shall designate in advance in writing. If Defendants fail to cure the Default within fourteen (14) 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 by Defendants jointly and severally, 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, Defendants agree 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 Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 4 above, with any recovery reduced by the amount of any payments previously made by Defendants 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 Defendants 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, Defendants agree 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, Defendants waive and agree 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 Defendants within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date. Defendants agree 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.

14. In exchange for valuable consideration provided in this Agreement, Defendants and Relator acknowledge the following:

a. Defendants have reviewed their financial situations and warrant that each of them 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 Defendants, 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 Defendants 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 Defendants' 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, either Defendant or any 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 Defendants' debts, or to adjudicate either or both Defendants as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for either or both Defendants or for all or any substantial part of either or both Defendants' assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 4 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Glow Networks in the amount of $6,241,952.33, and Secova in the amount of $614,113.92, less any payments received pursuant to Paragraph 1 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;

(iii) if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States shall not be responsible for the return of any amounts already paid by the United States to the Relator; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relator are recovered from the United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Agreement or of any payment made under Paragraph 1 of this Agreement, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return to the United States all amounts recovered from the United States.

f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 14.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. Defendants 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). Defendants waive 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 Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on Effective Date.

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

16. Upon receipt of the Initial Payment, the United States and Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1). The United States' claims against Defendants shall be dismissed with prejudice as to the Covered Conduct. Relator's claims against Defendants shall be dismissed in their entirety with prejudice.

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

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

19. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Delaware. 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.

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

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

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

23. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

24. This Agreement is binding on Relator's members, owners, successors, transferees, heirs, and assigns.

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

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

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THE UNITED STATES OF AMERICA

Benjamin L. Wallace
United States Attorney
District of Delaware

DATED: 9/1/2026 BY: Claudia Pare

Claudia L. Pare
Assistant United States Attorney
District of Delaware

GLOW NETWORKS, INC.

DATED: 8/28/2026 BY: Raman Jham

Raman Jham
for Glow Networks, Inc.

DATED: 8/28/2026 BY: [signature]

Jennifer Freel, Esq.
Counsel for Glow Networks, Inc.

SECOVA, INC.

DATED: 8/28/2026 BY: ______________________________
Anuj Aggarwal
for Secova, Inc.

DATED: 8/28/2026 BY: ______________________________
Jennifer Freel, Esq.
Counsel for Secova, Inc.

GNGH2 Inc.

DATED: 8/25/26 BY: ______________________________

David Abrams
Principal

STATEMENT OF FACTS

1. Glow Networks, Inc. ("Glow Networks") is a Delaware corporation with its principal place of business in Texas. Secova, Inc. ("Secova") is a Delaware corporation with its principal place of business in New Jersey.

2. In early 2020, as part of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Congress created the Paycheck Protection Program ("PPP"), a loan program that was administered by the United States Small Business Administration ("SBA").

3. In early 2021, SBA authorized a second series of PPP loans, generally referred to as "Second Draw" PPP loans. To be eligible for a Second Draw loan, applicants were required to certify that they, together with any of their affiliates, had fewer than 300 employees.

4. Glow Networks applied for and received a $2,000,000 Second Draw PPP loan. Secova applied for and received a $184,097 Second Draw PPP loan. On their respective Second Draw loan applications, Glow Networks and Secova certified that they, together with their affiliates, had fewer than 300 employees. Glow Networks and Secova subsequently applied for (and ultimately received) forgiveness of their Second Draw loan.

5. However, Glow Networks and Secova together with their domestic and foreign affiliates as defined by the SBA, had more than 300 employees.