# SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General of the Department of Health and Human Services (collectively, the "United States"), and Cyion Technologies LLC ("Cyion") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

## RECITALS

A. Cyion is a California corporation with its principal place of business in Pleasanton, California, that is engaged in developing and commercializing certain analytical instruments with applications in biological research and drug discovery.

B. The United States contends that it has certain civil claims against Cyion arising out of Small Business Technology Transfer Program awards 1R41EB022439-01A1 and 1R41NS102026-01 ("STTR awards"), which Cyion received from the National Institutes of Health ("NIH") in 2017 and drew down through 2019, and Small Business Innovation Research Program award 1R43HL170918-01 ("SBIR award"), which Cyion received from NIH in 2023 and drew down through 2024. Specifically, the United States contends that Cyion falsely certified that it was eligible for the STTR awards and SBIR award at the time it applied for those awards, and each time it drew down funds from those awards, because Cyion's Principal Investigator held outside full-time employment in violation of the terms and conditions of the STTR awards and SBIR award. This conduct is referred to below as the "Covered Conduct."

C. This Settlement Agreement is neither an admission of liability by Cyion 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 Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Cyion shall pay to the United States the sum of five hundred and twenty-eight thousand three hundred and thirty-five dollars and seventy-four cents ($528,335.74) ("Settlement Amount"), plus interest accruing at a rate of 5% per annum from August 16, 2026, until the date payment in full is made under this Paragraph. Cyion will pay the Settlement Amount by electronic funds transfer, pursuant to written instructions to be provided by the Office of the United States Attorney for the Northern District of California.

a. Payment of the Settlement Amount and interest thereon shall be made pursuant to the payment schedule set forth below:

i. December 31, 2026: One hundred and seventy six thousand and ninety-four dollars and thirty cents ($176,094.30), plus interest.

ii. March 31, 2027: One hundred and seventeen thousand four hundred and thirteen dollars and eighty-one cents ($117,413.81), plus interest.

iii. June 30, 2027: One hundred and seventeen thousand four hundred and thirteen dollars and eighty-one cents ($117,413.81), plus interest.

iv. August 15, 2027: One hundred and seventeen thousand four hundred and thirteen dollars and eighty-two cents ($117,413.82), plus interest.

b. Interest shall accrue on the unpaid settlement amount as indicated in Paragraph 1, above.

c. If Cyion or any of its affiliates is sold, merged, or transferred, or a significant portion of the assets of Cyion or of any of its affiliates is sold, merged, or transferred into another non-affiliated entity, Cyion 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. Prepayment does not alter applicable interest through the date of prepayment.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases Cyion 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 Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Administrative False Claims Act, 31 U.S.C. §§ 3801–3812; 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; and

f. Any liability of individuals.

4. Cyion waives and shall not assert any defenses Cyion 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. Cyion 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 Cyion 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. Cyion 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 Cyion, 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 investigation(s) of the matters covered by this Agreement;

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

7. a. In the event that Cyion fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1, above, Cyion shall be in Default of its payment obligations ("Default"). The United States will provide a written Notice of Default, and Cyion 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 Cyion, or to such other representative as Cyion shall designate in advance in writing. If Cyion 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 modify the payment schedule ("Uncured Default"), the remaining unpaid balance of the Settlement Amount (consisting of the outstanding principal and interest accrued as indicated in Paragraph 1, as of the date of Default) shall become immediately due and payable, and interest on the remaining unpaid total (principal and interest balance) shall thereafter accrue at the rate of twelve percent (12%) per annum, compounded daily from the date of Default.

b. In the event of Uncured Default, Cyion agrees that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue any civil and/or administrative claim, action, or proceeding against Cyion for

the claims that would otherwise be covered by the releases provided in Paragraph 2, above, with any recovery reduced by the amount of any payments previously made by Cyion to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action; (iii) offset the remaining unpaid balance from any amounts due and owing to Cyion 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, Cyion 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, Cyion 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 Cyion within one hundred and twenty (120) days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent that these defenses were available on September 22, 2024. Cyion 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.

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 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.

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 Cyion'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

CRAIG H. MISSAKIAN
United States Attorney
Northern District of California

DATED:_____ BY: _____
Digitally signed by SAVITH IYENGAR
Date: 2026.11.10 15:59:31 -08'00'
SAVITH IYENGAR
Assistant United States Attorney

DATED:_____ BY: _____
Digitally signed by KENNETH KRAFT
Date: 2026.11.13 08:59:18 -05'00'
KENNETH D. KRAFT
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

CYION TECHNOLOGIES LLC

DATED: 11/10/2026 BY: _____
Signed by:
Xin Jiang
Chief Science Officer
Cyion Technologies LLC

DATED: 11/10/2026 BY: _____
Signed by:
Mason Ji
MATT GORDON
MASON JI
Counsel for Cyion Technologies LLC