

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into between and among the United States of America, acting through the United States Department of Justice and on behalf of the Small Business Administration (collectively the "United States"), defendant C.I.E. Tours International, Inc. (“CIE Tours”), and relator TZAC Inc. (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. CIE Tours is a New York for-profit corporation which maintains offices in Morristown, New Jersey.

B. The United States represents that on October 5, 2024, TZAC filed a *qui tam* action in the United States District Court for the District of New Jersey captioned *United States ex rel. TZAC Inc. v. CIE Tours International*, 24-cv-09637 (DNJ)(ES), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”).

C. The United States contends that it has certain civil claims against CIE Tours arising from CIE Tour’s application for, receipt of, and eventual forgiveness of, first and second draw Paycheck Protection Program (“PPP”) loans. More specifically, the United States contends during the period from April 2020 through January 2022 (“Relevant Time Period”) CIE Tours applied for and received the following PPP loans and loan forgiveness, which were associated with the following lender processing fees paid for by the United States:

Defendant	Year	Forgiveness Principal	Forgiveness Interest	PPP Processing Fee	Total
CIE Tours	2020	\$1,705,150.00	\$15,772.64	\$51,154.50	\$1,772,077.14
CIE Tours	2021	\$1,705,150.00	\$14,967.43	\$51,154.50	\$1,771,271.93

The United States contends that CIE Tours falsely certified eligibility to receive those PPP loans and loan forgiveness totaling \$3,543,349.07 (including interest and fees) because it was ineligible for both loans as a foreign government-owned entity and exceeded size eligibility requirements for the second draw loan. That conduct is referred to below as the Covered Conduct.

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

E. 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. CIE Tours shall pay to the United States \$4,428,985.04 (the "Settlement Amount"), of which \$3,543,349.07 is restitution, by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the District of New Jersey, no later than 15 days after the Effective Date of this Agreement.

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States shall pay \$442,898.50 to Relator by electronic funds transfer ("Relator's Share").

3. Within 15 days of the Effective Date of this agreement CIE Tours shall pay to Relator \$1,800.18 for expenses, and attorneys' fees and costs pursuant to instructions to be provided by Relator's counsel.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the United States releases CIE Tours together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; affiliates; divisions; current or former corporate owners; and the corporate successors and assigns of any of them (collectively, the "CIE Releasees") 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 its members and for its heirs, successors, attorneys, agents, and assigns, releases the CIE Releasees, and any of their current or former owners, officers, employees, agents, and representatives, 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, owners, heirs, 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, owners, heirs, 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 the CIE Releasees, and any of their current or former owners, officers, employees, agents, and representatives, from any liability 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. CIE Tours waives and shall not assert any defenses CIE Tours 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. CIE Tours 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 CIE Tours 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 or the United States' investigation or prosecution thereof.

11. CIE Tours fully and finally releases the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that CIE Tours has asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct and the Relator's investigation and prosecution thereof.

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

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

14. Upon receipt of the payment described in Paragraph 1, above, the Relator and United States shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal with Prejudice of the Civil Action pursuant to Rule 41(a)(1).

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

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

17. 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 New Jersey. 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.

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

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

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

21. This Agreement is binding on CIE Tours' successors, transferees, heirs, and assigns.

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

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

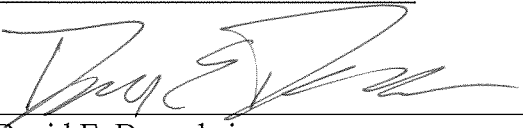
24. Neither Relator nor anyone acting on its behalf shall make any oral or written statement relating in any way to the Covered Conduct, Civil Action, or the Settlement of the Civil Action in the news media or any method of dissemination, including without limitation print media, television, radio, social media, or the internet.

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

THE UNITED STATES OF AMERICA

DATED: 11/5/2025

BY: _____


David E. Dauenheimer
Deputy Chief
Health Care Fraud and Opioids Enforcement Unit
United States Attorney's Office
District of New Jersey

C.I.E. Tours International, Inc. - DEFENDANT

DATED:

10/29/25

BY:

Stacy Pilback, CFO
Representative of C.I.E. Tours International, Inc.

10/30/25

DATED:

BY:

Reetuparna Dutta
Counsel for C.I.E. Tours International Inc.

TZAC – RELATOR

DATED:

BY:

Representative of TZAC

DATED:

BY:


David Abrams, Esq.
Counsel for TZAC


C.I.E. Tours International, Inc. - DEFENDANT

DATED: BY: _____
Representative of C.I.E. Tours International, Inc.

DATED: BY: _____
Reetuparna Dutta
Counsel for C.I.E. Tours International Inc.

TZAC – RELATOR

DATED: BY:  _____
Representative of TZAC

DATED: BY:  _____
David Abrams, Esq.
Counsel for TZAC