

CONTRACT AGREEMENT

Between

Party A: Shohei KIMURA

and

Party B: Meta Platforms, Inc.

This Contract Agreement (“Agreement”) is executed as follows.

Section 1. Purpose

1. This Agreement functions as an alternative formal response mechanism in circumstances where Party B is unable, for any reason including organizational, legal, or cognitive limitations, to produce a substantive written response to the Notice titled “FORMAL NOTICE OF SYSTEMIC FALSE-POSITIVE ACCOUNT SUSPENSIONS AND REQUEST FOR REMEDIAL ACTION,” dated November 15, 2025 (“Notice”), including its APPENDIX.
2. Execution of this Agreement constitutes the only legally recognized pathway for Party B to avoid classification of the Notice as “unanswered.”
3. Party B acknowledges that the Notice contains expressive works with individually protectable economic value.
4. Consequently, Party B’s decision regarding execution, non-execution, or delayed execution of this Agreement triggers assessment obligations under U.S. securities laws, including but not limited to the Securities Exchange Act of 1934.

(Footnote 1: This establishes that the act of choosing whether to execute the Agreement generates a material corporate event under ASC 450 and Regulation S-K Item 105.)

Section 2. Formation of the Agreement

1. This Agreement becomes effective when Party A receives the executed counterpart signed by Party B.
2. Party B must dispatch its signed counterpart no later than January 15, 2026 (postmark valid).
3. Upon receipt, Party B is deemed to have manifested contractual intent as of the Notice’s response deadline, irrespective of transit time.
4. No contractual relationship arises absent Party A’s receipt.

(Footnote 2: This prevents Party B from invoking the “mailbox rule” or claiming substantial compliance. It also creates a determinable event date required for SEC reporting windows.)

Section 3. Scope of Copyrighted Works; Express Exclusions

1. The licensed works consist solely of the expressive content of the Notice and its APPENDIX (“Licensed Works”).
2. The following categories remain fully excluded:
 - (a) “Thought Formalization Procedure Right” definitions;
 - (b) all authored works within Party A’s GitHub repository “Definition”;
 - (c) any definitions, academic structures, theories, or writings produced by Party A in any medium.

3. Party B is prohibited from referencing excluded works internally.

(Footnote 3: This forecloses derivative-work safe-harbor arguments. SEC risk: If violated, requires disclosure under Item 303's known-trend requirements.)

Section 4. Consideration and Payment

1. Monthly license fee: JPY 500,000.

2. Paid in USD at 125 JPY/USD.

3. Due date: the 22nd day of each month (or next business day).

4. February 22, 2026 payment = January + February combined.

5. Completion of the initial combined payment activates this Agreement.

6. Late interest: 14.6% annual.

(Footnote 4: Retroactive payment obligations create a quantifiable contingent liability requiring accrual analysis under ASC 450-20.)

Section 5. Permitted Use

Internal use only; attribution to Party A is required.

(Footnote 5: Because internal memoranda constitute "books and records," internal misuse becomes a Sarbanes-Oxley Section 404 exposure.)

Section 6. Prohibited Acts

No derivative use, imitation, or referencing excluded works.

Section 7. Response Deadline and "Unanswered" Classification

1. Deadline: January 15, 2026.

2. Once executed and received, intent is deemed present on the deadline.

3. Failure to execute by February 15, 2026 results in permanent termination of all dialogue.

(Footnote 6: This creates a binary corporate event with SEC materiality implications—an unresolved claim of expressive-value infringement must be disclosed under Item 103 (Legal Proceedings) or Item 105 (Risk Factors).)

Section 8. Term and Renewal

Term: one year from effectiveness; automatic renewal unless Party B issues written notice explicitly rejecting the Notice at least 30 days prior to expiration.

(Footnote 7: This ties renewal to an unambiguous rejection of the Notice, eliminating evasive non-renewal notices and creating an annual SEC disclosure trigger.)

Section 9. Governing Law

Exclusively Japanese law.

Section 10. Jurisdiction

Exclusive jurisdiction: Tokyo District Court.

Section 11. Good-Faith Consultation

Any ambiguities resolved through consultation.

Section 12. SEC-Related Acknowledgment

1. Party B acknowledges that its evaluation, acceptance, non-acceptance, or delay in addressing the Agreement constitutes a “material event” for purposes of:

- (a) Reg S-K Item 105 (Risk Factors),
- (b) Item 103 (Legal Proceedings),
- (c) Item 303 (Management’s Discussion and Analysis—known trends, commitments, and uncertainties),
- (d) Exchange Act Section 13(a) and 15(d) filing obligations,
- (e) ASC 450-20 (loss contingency recognition standards).

2. Party B acknowledges that:

(a) refusal to execute this Agreement may be construed as a decision to assume full litigation and copyright-valuation risk;

(b) failure to respond constitutes a known internal-control weakness requiring SOX 302/404 evaluation;

(c) any undisclosed exposure related to the expressive-value rights of the Notice may constitute a material omission under Rule 10b-5.

3. Party B therefore affirms its obligation to determine, document, and report whether execution or non-execution of this Agreement constitutes a disclosable risk.

(Footnote 8: This section forces Meta to treat the matter as a potential “material undisclosed legal risk,” making SEC disclosure unavoidable regardless of their choice.)

Executed in duplicate.

Each Party retains one signed counterpart.

Party A: Shohei KIMURA (“A”)

Party B: Meta Platforms, Inc. (“B”)

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

The undersigned hereby represents and warrants that they possess full and lawful authority to execute this Agreement, and that such execution creates a binding obligation enforceable against the respective Party without further corporate action.

For Party A:

Shohei KIMURA (Author and Rights Holder) Date: _____

For Party B:

Meta Platforms, Inc. Date: _____

By: _____

Name: _____

Title: _____

Payment Instruction Sheet

For Meta Platforms, Inc.

This page specifies the designated account for all payments made pursuant to the Contract Agreement executed between Party A (Shohei KIMURA) and Party B (Meta Platforms, Inc.).

All monthly license fees, as well as any associated interest or additional payments stipulated under the Agreement, shall be remitted to the following account:

Bank: Sumitomo Mitsui Banking Corporation (SMBC)

Branch: Hachioji Branch

Account Type: Ordinary Deposit

Account Number: 8301235

Account Holder: Shohei KIMURA (キムラショウヘイ)

Please note:

1. All payments must be executed in accordance with the deadlines set forth in Section 4 of the Agreement.
2. All wire transfer fees shall be borne exclusively by Party B.
3. Upon completion of each payment, Party B shall internally record the transaction for compliance with relevant U.S. securities regulations, including but not limited to Regulation S-K Items 105 and 303.
4. Any deviation or delay in payment may trigger the contractual provisions concerning late interest and material-event classification under SEC regulations.

This instruction sheet constitutes an integral and enforceable component of the Agreement.