

# **EXHIBIT A**

## **INSTALLMENT PAYMENT AGREEMENT FOR PAST DUE AMOUNTS**

This Installment Payment Agreement for Past Due Amounts ("Agreement"), dated effective January 2, 2026 ("Effective Date"), is entered into by and between FUJIFILM North America Corporation ("Fujifilm") and Marketing.com, LLC, on behalf of itself and its affiliates set forth in Exhibit A (collectively, Marketing.com, LLC and its affiliates are the "Marketing.com Companies") (each a "Party" and, collectively, the "Parties").

### **RECITALS**

WHEREAS, Marketing.com, LLC operates and/or coordinates the business activities of several affiliate companies under the overarching "Marketing.com" brand, including the affiliates set forth on Exhibit A;

WHEREAS, as of the Effective Date, the Marketing.com Companies have unpaid accounts receivable balances due and owing to Fujifilm for product purchases totaling \$347,054.31 (the "Unpaid Balance");

WHEREAS, the Parties wish to amicably resolve all issues between them with respect to the Unpaid Balance (the "Unpaid Balance Dispute");

NOW, THEREFORE, in consideration of the terms set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

1. Incorporation of Recitals. The Recitals stated above are incorporated by reference and made a part of this Agreement.
2. Installment Payments to Fujifilm.
  - a. To satisfy the Unpaid Balance, Marketing.com Companies shall make 26 equal and consecutive weekly installment payments, each in the amount of \$13,348.24 (each an "Installment Payment" and collectively, the "Installment Payments"), by wire transfer to a Fujifilm designated account, commencing on January 2, , 2026.
  - b. Fujifilm shall apply each Installment Payment to the oldest account balance(s) first on a forward rolling basis.
  - c. In exchange for receiving timely Installments Payments from the Marketing.com Companies, Fujifilm will accept orders from the Marketing.com Companies, on a cash in advance basis at Fujifilm's then-applicable market pricing, subject to product availability and pursuant to Fujifilm's Terms and Conditions of Sale.

4. Guaranty.

a. This Agreement is entered into in conjunction with that certain Guaranty Agreement executed by JAL Equity Corp (“Guarantor”), pursuant to which the Guarantor unconditionally guarantees the prompt payment and performance of all obligations of Marketing.com Companies under this Agreement (“Guaranty”). The obligations of the Guarantor are independent of those of the Marketing.com Companies, and Fujifilm shall not be required to first proceed against the Marketing.com Companies before enforcing the Guaranty.

b. In the event the Marketing.com Companies commit two (2) or more Defaults (as defined below), even if cured, the entire Unpaid Balance shall, at the option of Fujifilm, become immediately due and payable. In such event, Fujifilm may enforce this Agreement and/or the Guaranty in accordance with their terms, without further notice or demand.

5. Default on Installment Payments.

a. Failure to make any Installment Payment when due is considered an event of default under this Agreement (“Default”).

b. If the Marketing.com Companies are in Default, Fujifilm shall provide written notice of Default and a demand to cure (“Notice to Cure”) to the address(es) for Marketing.com Companies stated below.

c. If the Default is not cured within five (5) days of receiving the Notice to Cure, Fujifilm shall be under no obligation to accept any new orders or fulfill any pending orders from the Marketing.com Companies.

d. If there are two (2) or more Defaults that occur, even if cured, then Fujifilm shall be under no further obligation to accept any further orders as set forth in Section 2(c) from Marketing.com Companies.

e. In the event of a Default by the Marketing.com Companies that is not cured within five (5) days of receiving the Notice to Cure, the Marketing.com Companies shall pay late fees to Fujifilm of 10% of the amount of such Installment Payment due but unpaid.

f. Fujifilm will be entitled to recover its reasonable attorneys’ fees and costs incurred in connection with any Fujifilm collection efforts required in the event of an uncured Default.

g. The acceptance of any late or partial payment shall not constitute a waiver of any Default or of Fujifilm’s rights under this Agreement or the Guaranty.

6. Governing Law. The laws of the State of New York, United States of America, shall govern the interpretation and enforcement of this Agreement and any dispute arising out of or related to this Agreement, without giving effect to any conflict of laws principles that may cause the law of any other jurisdiction to apply. The Parties irrevocably submit to the exclusive jurisdiction and venue of the state or federal courts located in Westchester, New York for any

dispute relating to or arising out of this Agreement.

7. Opportunity to Consult with Counsel. The Parties represent that prior to signing this Agreement they have read it, understood the terms and conditions, were given an opportunity to consult with counsel, and voluntarily signed it after conferring with counsel.

8. Legal Expenses. Each Party hereby expressly acknowledges that it shall be solely responsible for its own attorneys' fees incurred in connection with the negotiation, execution, and delivery of this Agreement.

9. Integration with Fujifilm's Terms and Conditions of Sale. This Agreement represents the complete, final, and entire understanding of the Parties relating to the subject matter thereof. Except as specifically addressed herein, however, the Parties acknowledge and agree that Fujifilm's Terms and Conditions of Sale in effect at the time of purchase govern all matters arising from or relating to such purchase of product by Marketing.com Companies.

10. Severability. In the event that any provision of this Agreement is unenforceable under applicable law, that provision shall not affect the validity or enforceability of the remaining provisions. To the extent that any provision of this Agreement is judicially determined to be unenforceable because it is overbroad, that provision shall be limited to the extent required by applicable law and enforced as so limited.

11. Binding Effect. Each term, release, and provision set forth in this Agreement shall inure to the benefit of and be binding upon each Party, its parent and subsidiary companies and affiliates, and their respective predecessors, successors, heirs, assigns, officials, directors, officers, owners, shareholders, members, managers, employees, agents, attorneys, and representatives. This includes, but is not limited to Marketing.com, LLC and its affiliates set forth in Exhibit A, which is defined above as the "Marketing.com Companies."

12. Construction. The Agreement, or any uncertainty or ambiguity herein, shall not be construed against any of the Parties, but shall be construed as if the Parties jointly prepared this Agreement.

13. Authorized Execution. The individuals who sign this Agreement represent and warrant that they have been duly authorized to execute this Agreement on behalf of the Party or Parties that they purport to represent.

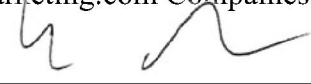
14. Counterparts. The Agreement may be executed in counterparts, each of which shall constitute a duplicate original, and shall become final and binding upon execution by each of the Parties. Duplicate originals, including facsimiles and electronic signatures, shall be equally admissible in evidence unless there exists a genuine dispute about authenticity, and each original shall fully bind each Party as if all had signed the same copy.

15. Notice. Any notice hereunder to be provided to Marketing.com Companies may be sent via e-mail to the following:

Marketing.com, LLC  
Attn: Ian Barber ([ian.barber@marketing.com](mailto:ian.barber@marketing.com))  
Attn: Steve Paley ([steven.paley@marketing.com](mailto:steven.paley@marketing.com))  
Copy to: [generalcounsel@marketing.com](mailto:generalcounsel@marketing.com)

IN WITNESS WHEREOF, intending to be legally bound by the terms of this Agreement, the Parties have executed this Agreement to be effective as of the Effective Date as follows:

**Marketing.com, LLC**, on behalf of itself and the Marketing.com Companies

By:  \_\_\_\_\_

Name: Eran Salu

Title: President

Date: December 29, 2025

**FUJIFILM North America Corporation**

Signed by:  \_\_\_\_\_  
1D50AF442651426...

Name: Toyoyuki Katagiri

Title: Division President, Business Innovation

Date: 01/16/2026

# SCHEDULE A

Customer	Name 1	Not due	0-030 ODI	031-060 ODI	061-090 ODI	091-120 ODI	>120 ODI	Receivables
90008679	NPC LLC	0.00	(199.99)	14,694.15	389.86	0.00	0.00	14,884.02
90000855	ACTION PRINTING, LLC	0.00	0.00	0.00	0.00	2,175.00	6,250.00	8,425.00
90001324	COLORART LLC (AMERICAN SPIRIT GRAPHICS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
90005647	HBP MARKETING, LLC	0.00	0.00	0.00	0.00	0.00	31,361.20	31,361.20
90006977	KUBIN-NICHOLSON CORPORAT	0.00	0.00	0.00	0.00	0.00	83,600.12	83,600.12
90007116	LAS VEGAS COLOR GRAPHICS	0.00	0.00	0.00	0.00	9,883.37	20,098.03	29,981.40
90007835	STRATIS PRINTING, LLC	400.00	0.00	0.00	0.00	419.62	152,251.73	153,071.35
90008386	MOSSBERG & COMPANY LLC	0.00	0.00	0.00	0.00	0.00	44,934.17	44,934.17
90010564	RESPONSE ENVELOPE, INC.	0.00	0.00	0.00	3,119.82	0.00	0.00	3,119.82
90011311	SMITH-EDWARDS-DUNLAP COM	0.00	0.00	0.00	0.00	0.00	18,667.50	18,667.50
90057592	SOUTHLAND ENVELOPE LLC	0.00	0.00	0.00	0.00	0.00	7,202.52	7,202.52
90006767	KAPPA GRAPHICS, LLC	0.00	0.00	0.00	0.00	(17,406.25)	69,213.46	51,807.21
	Payment rec'd 10.28.2025			(100,000.00)				(100,000.00)
		400.00	(199.99)	(85,305.85)	3,509.68	(4,928.26)	433,578.73	347,054.31