

LITIGATION STRATEGY CONSULTING AGREEMENT

This **Litigation Strategy Consulting Agreement** (the "Agreement") is made and entered into as of 7th April 2025, by and between **Yermek Alimov**, a citizen of Kazakhstan, holding passport number [REDACTED] ("Client"), and **Pegasus X LLC** a Texas Limited Liability Company, with a mailing address at [REDACTED] ("Consultant"). This Agreement shall also cover all corporations controlled by Client that are related to the litigation matters covered under this Agreement.

Any previous agreements between the Parties relating to the Dispute are hereby void and superseded by this Agreement.

BACKGROUND

The Client has a dispute (the "Dispute") with Abdumalik Mirakhmedov, Rashit Makhat, Andrei Kim, Genesis Digital Assets Limited (collectively, the "Opponents"). The grounds and details of the Dispute are set out in materials provided by the Client to the Consultant.

The Client's claim was brought in the UK before the High Court of Justice under claim no. CL-2023-000262. However, the court declined jurisdiction over the Dispute on the grounds provided in the materials.

The Client remains committed to protecting his rights, which he believes have been violated by the Opponents, and hereby instructs the Consultant to provide the services set out in this Agreement.

1. ENGAGEMENT & SERVICES

1.1 Scope of Services: With the purpose to resolve the Dispute in the Client's favour, Client retains Consultant to provide strategic oversight of litigation conducted outside the jurisdiction of England and Wales, including but not limited to the United States of America, Kazakhstan, United Arab Emirates, and Cyprus. The strategic oversight may include litigation strategy development, settlement negotiations, investigations, coordination with legal counsel, and any other related matters deemed necessary by Consultant to successfully execute the litigation strategy, with pre-approval by Client (the "Services").

1.2 Independent Contractor: Consultant is engaged as an independent contractor and not as an employee, agent, or **legal representative of Client**.



1.3 Authority to Retain Professionals: Consultant shall have the authority to retain attorneys, investigators, public relations firms, marketing firms, and any other professionals deemed necessary to execute the litigation strategy, with pre-approval by Client.

2. TERM & TERMINATION

2.1 Initial Term: The initial term of this Agreement shall commence on 1st April / 2025, and continue for three (3) calendar months unless earlier terminated as provided herein.

2.2 Additional Term: This Agreement shall renew for an additional three (3) calendar months at the end of the initial term unless terminated by either party in accordance with Section 2.4.

2.3 Optional Extension: Upon the end of the three additional months, both Parties may agree in writing to extend this Agreement for 1 calendar month, and subsequently continued.

2.4 Termination: The Client may terminate this Agreement at any time with fifteen (15) days' written notice to the Consultant. The Consultant may terminate this Agreement with thirty (30) days' written notice to Client, providing a reason for the termination that is valid and accepted by the Client.

2.5 Termination Notice: Upon providing notice of Termination by either Party, the Consultant ceases all work and activity, unless agreed upon otherwise by both Parties.

3. COMPENSATION

3.1 Success Fee Structure: Consultant shall receive **70%** of any recovery, award, or settlement obtained by Client related to the litigation case. If payment is made in a form other than cash, the same percentage shall apply to the value of such payment, the details of which shall be discussed and agreed upon by both parties in good faith. The Parties acknowledge and agree that the success fee reflects, in part, the Consultant's responsibility for covering all costs associated with the matter as set out in section 3.4, and is intended to compensate and reimburse the Consultant accordingly.

3.2 Escrow Disbursement: All proceeds from any recovery, award, or settlement shall be deposited into an escrow account with the Client's legal counsel, who shall disburse funds in accordance with this Agreement.

3.3 Payment Terms: All payments shall be made within fifteen (15) days of invoice receipt by wire transfer or another agreed method. The Success Fee, as outlined in



Sections 3.1, shall be payable within thirty (30) days of the awarded funds being deposited into the Escrow Account. But in no event any later than the same day as escrow proceeds being disbursed to the client or any party affiliated. For the avoidance of doubt all escrow disbursements to client and consultant will be disbursed at the same exact time.

3.4 Responsibility for Costs: The Consultant shall be responsible for all costs incurred in connection with this Agreement, including any disbursements and costs arising from the engagement of third-party professionals from section 1.3, whom the Consultant is authorised to retain as necessary to carry out the terms of this Agreement.

3.5 No Reimbursement of Past Costs: For the avoidance of doubt, the Consultant shall not be liable to reimburse the Client for any costs incurred by the Client in connection with the Dispute up to the date of this Agreement.

4. CLIENT OBLIGATIONS

4.1 Cooperation: Client shall provide Consultant with all necessary information, documents, and reasonable access to personnel required for Consultant to perform the Services. Both Client and Consultant shall retain full knowledge and consent of any negotiations related to the litigation strategy. Neither party shall engage in settlement discussions or agreements, nor release any opposing parties, without mutual agreement. Consultant must be informed of any direct negotiations between Client and the opposing parties to ensure transparency and continued effectiveness of the litigation strategy. The Consultant shall make every effort and act in the Client's best interests in pursuing settlements or agreements.

4.2 Further Assurances: Client shall promptly provide Consultant with any additional information or cooperation required to execute the litigation strategy effectively.

4.3 Legal Counsel: The Consultant shall coordinate efforts with legal counsel retained by Client and provide litigation advice, where it considers necessary and in the best interest of the Client.

5. CONFIDENTIALITY & NON-DISCLOSURE

5.1 Consultant shall maintain the confidentiality of all non-public information received from Client and shall not disclose such information to third parties without prior written consent, except as required by law.

5.2 The obligations under this section shall survive termination of this Agreement.



6. INDEMNIFICATION & TAX OBLIGATIONS

6.1 Indemnification: Each party shall indemnify, defend, and hold harmless the other party from and against any claims, damages, or liabilities arising from the indemnifying party's breach of this Agreement or misconduct.

6.2 Tax Obligations: Each party shall be solely responsible for any and all taxes owed on any payments received under this Agreement. Neither party shall be responsible for any of the other's tax obligations. Consultant acknowledges and agrees that all compensation under this Agreement is payable without tax withholding, and Consultant shall be solely responsible for any and all taxes owed in connection with payments received.

6.3 Limitation of Liability: The Consultant shall not be liable to Client for indirect, incidental, or consequential damages, except in cases of gross negligence, willful misconduct, or as a result of the Consultant's breach of this Agreement.

7. GOVERNING LAW & DISPUTE RESOLUTION

7.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflicts of law principles.

7.2 Dispute Resolution: Any dispute arising under this Agreement shall first be resolved through good faith negotiations. If unresolved, the parties agree to submit to **arbitration administered by the London Court of International Arbitration (LCIA) under its Arbitration Rules**. Both parties consent to the selection of a **single arbitrator** to oversee the arbitration process.

8. GENERAL PROVISIONS

8.1 Notices: Any notice required under this Agreement shall be in writing and delivered by personal delivery, email, or registered mail to the addresses designated by the parties.

8.2 No Third-Party Beneficiaries: This Agreement is solely for the benefit of the Parties and does not create any rights for third parties.

8.3 Remedies for Breach: The Parties acknowledge that breach of confidentiality or non-payment provisions may cause irreparable harm and agree that injunctive relief may be sought in addition to monetary damages.



8.4 Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

8.5 Amendments: Any modifications to this Agreement must be in writing and signed by both parties.


8.6 Assignment: Neither party may assign its rights or obligations under this Agreement without prior written consent of the other party.

8.7 Renegotiation: The Parties may renegotiate the terms of this Agreement at any time, provided that any amendments are made in writing and signed by both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CLIENT:

Yermek Alimov

By:  _____

Name: Yermek Alimov

Email: Yermek.alimov@protonmail.com

Date: 30.03.2025

CONSULTANT:

Pegasus X LLC

By: _____

Name: Felix H. Sater

Email: _____

Date: _____