

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS

Ben Jamil, Ben Jamil DbAHSS Development Group, DBA
Cyber Communiations

DEFENDANTS

Masrour Barzani, Waysi Barzani, ASO, LLC, ASO1, LLC, Afan Omar J.
Sherwani, Khasro Wasman, Jonathon Moore, Theodore Kittila, Halloran

ATTORNEYS (Firm Name, Address, And Telephone Number)

pro se

ATTORNEYS (If Known)

unknown

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)
(DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

28 U.S.C. 1998, 42 U.S.C. §§1983, 1985, 1986; Wire Fraud as Unlawful Conduct; " 15 U.S.C. §§78dd-1 – 3 (Foreign Corrupt Practices Act).

Has this action, case, or proceeding, or one essentially the same, been previously filed in SDNY at any time? No Yes
(If yes, Judge Previously Assigned)

If yes, was this case Vol. Invol. Dismissed. No Yes If yes, give date _____ & Case No. _____

Is this an international arbitration case? Yes No

NATURE OF SUIT (PLACE AN [x] IN ONE BOX ONLY)

Click here for: [Nature of Suit Code Descriptions.](#)

TORTS			ACTIONS UNDER STATUTES		
Contract	Torts		Forfeiture/Penalty	Bankruptcy	Other Statutes
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery Of Overpayment & Enforcement Of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery Of Defaulted Student Loans (Excl Veterans) <input type="checkbox"/> 153 Recovery Of Overpayment Of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth In Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure Of Property 21 USC 881 <input type="checkbox"/> 690 Other Labor <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act (FMLA) <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act (ERISA)	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 Intellectual Property Rights <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks & Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organization Act (Rico) <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 850 Securities/ Commodities/ Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom Of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/ Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality Of State Statutes
Real Property	Civil Rights	Prisoner Petitions	Immigration	Social Security	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts To Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights (Non-Prisoner) <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Americans With Disabilities - Employment <input type="checkbox"/> 446 Americans With Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions To Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions Of Confinement	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(G)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) Federal Tax Suits <input type="checkbox"/> 870 Taxes (U.S. Plaintiff Or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	

Check if demanded in complaint:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$460,000,000 OTHER _____

Check YES only if demanded in complaint

JURY DEMAND: YES NO

Do you claim this case is related to a civil case now pending in S.D.N.Y. as defined by Local Rule For Division of Business 13? If so, state:

JUDGE _____ DOCKET NUMBER _____

NOTE: You must also submit at the time of filing the Statement of Relatedness form (Form IH-32) with an explanation as to why the cases are deemed related.

(PLACE AN X IN ONE BOX ONLY)

ORIGIN

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from (Specify District)
- 6 Multidistrict Litigation (Transferred)
- 7 Appeal to District Judge from Magistrate Judge
- a. all parties represented
- b. At least one party is pro se.
- 8 Multidistrict Litigation (Direct File)

(PLACE AN x IN ONE BOX ONLY)

BASIS OF JURISDICTION

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government NOT A PARTY)
- 4 Diversity

IF DIVERSITY, INDICATE CITIZENSHIP BELOW.

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF	DEF	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF	DEF	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF	DEF
	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1		<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 3		<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
CITIZEN OF ANOTHER STATE	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	FOREIGN NATION	<input type="checkbox"/> 6	<input type="checkbox"/> 6

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

HHS DEVELOPMENT GROUP, CYBER COMMUNICATIONS, BEN JAMIL DBA, BEN JAMIL, INDIVIDUAL: 35 SAXON WOODS ROAD, WHITE PLAINS, NY 10605

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

ASO LLC, AFAN OMAR, 41819 JUNIPER HILL CT ALDIE, VA 20105 LOUDOUN COUNTY, VA, Masrour Barzani, 1322 Balls Hill Road, McLean, VA 22101 (Fairfax County), ASO1, LLC (same as previous), Waysi Barzani 1532 16th Street, NW Washington, DC, 20036 Jonathon Moore 134 Three Mile Harbor Road, East Hampton, NY (suffolk county), Theodore Kittila, 5722 Kennett Pike, Wilmington, DE , (Continued with known addresses defendants) Halloran, Farkas, Kittila, LLP 5722 Kennett Pike, Wilmington, DE 19807 (New Castle County, DE), Jeffrey Greilsheimer, 600 Third Avenue, 2d floord, ny ny 10016 Khasro Wasman, 1532 16th Street, NW Washington, DC 20036 and Erbil, Kurdistan (unknown address)

DEFENDANT(S) ADDRESS UNKNOWN

Representation is hereby made that, at this time, I have been unable, with reasonable diligence, to ascertain the residence addresses of the following Defendants:

COURTHOUSE ASSIGNMENT

I have reviewed Rules 18(a) and 20(a) of the Rules for the Division of Business Among District Judges, Southern District of New York, and I hereby certify that this case should be assigned to the courthouse indicated below pursuant thereto.

Check one: THIS ACTION SHOULD BE ASSIGNED TO: WHITE PLAINS MANHATTAN
(DO NOT check either box if this a PRISONER PETITION.)

DATE 2/27/2026 SIGNATURE OF ATTORNEY OF RECORD

ADMITTED TO PRACTICE IN THIS DISTRICT
 NO
 YES (DATE ADMITTED Mo. _____ Yr. _____)
Attorney Bar Code # _____

RECEIPT #

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge _____ is so Designated.

Tammi M. Hellwig, Clerk of Court by _____ Deputy Clerk, DATED _____.

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

CONSENT TO ELECTRONIC SERVICE

I hereby consent to receive electronic service of notices and documents in my case(s) listed below. I affirm that:

1. I have regular access to my e-mail account and to the internet and will check regularly for Notices of Electronic Filing;
2. I have established a PACER account;
3. I understand that electronic service is service under Rule 5 of the Federal Rules of Civil Procedure and Rule 5.2 of the Local Civil Rules, and that I will no longer receive paper copies of case filings, including motions, decisions, orders, and other documents;
4. I will promptly notify the Court if there is any change in my personal data, such as name, address, or e-mail address, or if I wish to cancel this consent to electronic service;
5. I understand that I must regularly review the docket sheet of my case so that I do not miss a filing; and
6. I understand that this consent applies only to the cases listed below and that if I file additional cases in which I would like to receive electronic service of notices of documents, I must file consent forms for those cases.

Civil case(s) filed in the Southern District of New York:

Please list all your pending and terminated cases to which you would like this consent to apply. For each case, include the case name and docket number (for example, John Doe v. New City, 10-CV-01234).

Ben Jamil, Jamil DBA HSS Development Group, Cyber Comm.

Ben Jamil, Jamil DBA HSS Development Group, Cyber Comm.

Jamil, Ben, 35 Saxon Woods Road, White Plains, NY 37@secintel.com

Name (Last, First, MI)

Address

City

State

Zip Code

Telephone Number

E-mail Address

2/27/2026 /s/Ben Jamil

Date

Signature

[Click Here to Save](#)

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

BEN JAMIL, HSS DEVELOPMENT GROUP,

CYBER COMMUNICATIONS

DEMAND FOR JURY TRIAL

v.

Plaintiffs,

v.

**AFAN OMAR SHERWANI,
Juniper Hill Road, Aldie, Va**

**MASROUR BARZANI,
1322 Balls Hill Road
McLean, VA 22101**

**ASO, LLC,
1322 Balls Hill Road
McLean, VA 22101**

**ASO1, LLC,
1322 Balls Hill Road
McLean, VA 22101**

**HALLORAN, FARKAS, KITTILA, LLP,
5722 Kennett Pike
Wilmington, DE 19807**

JEFFREY GREILSHEIMER,

**JONATHON MOORE,
134 Three Mile Harbor Road
East Hampton, NY 11937**

**THEODORE KITTILA
5722 Kennett Pike
Wilmington, DE 19807**

WAYSİ BARZANI
1532 16th Street, NW
Washington, DC 20036

KHASRO WASMAN, AKA, KHASAROU WASMAN
1532 16th Street, NW
Washington, DC 20036

JOHN AND JANE DOES 1-5

Defendants

COMPLAINT

I. INTRODUCTION

1. This action arises from Defendants' unlawful scheme to interfere with Plaintiff's contractual relations and business operations through unlawful kickback demands, unregistered foreign agent activity, and the weaponization of criminal contempt proceedings in a state civil action.

2. After Plaintiff sought to retain counsel and inquire as to serious pending litigation against Defendants in federal court in the United States including discovery to collect on a \$2 billion judgment against Barzani family in *Iraq Telecom Limited, v. Korek* (Barzani), including the rightful sharing to prospective counsel all records from state court, Defendants sought criminal contempt sanctions in the Commercial Division of the Supreme Court of the State of New York, Westchester County, for the collateral purpose of coercion, intimidation, and advancement of their foreign principal's interests and obstruct evidence already noticed for preservation in pending federal litigation with allegations of money-laundering, Anti-Terrorism Act violations, U.S. Patriot Act violations, and human rights violations filed in the U.S. District Court in the District of Columbia since 2024 and District of Delaware since September 2023.

3. Defendants' conduct constitutes violations of federal civil rights, tortious interference, malicious prosecution, abuse of process, extortion, fraud, civil conspiracy, and attorney misconduct.

4. Defendant attorneys acted as unregistered agents of a foreign principal and used judicial process in furtherance of unlawful objectives and foreign political activity in the United States which harmed Plaintiff.

II. JURISDICTION AND VENUE

A. Federal Question Jurisdiction — 28 U.S.C. §1331

5. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. §1331 because this action arises under the Constitution and laws of the United States.

6. Plaintiff asserts claims for deprivation of constitutional rights under 42 U.S.C. §1983, including violations of Plaintiff's rights secured by the Fourth and Fourteenth Amendments to the United States Constitution, arising from Defendants' misuse of criminal contempt proceedings and abuse of state judicial power.

7. Federal question jurisdiction exists where a plaintiff's well-pleaded complaint establishes that federal law creates the cause of action or that Plaintiff's right to relief necessarily depends on resolution of a substantial question of federal law.

Authorities:

- *Grable & Sons Metal Prods., Inc. v. Darue Eng'g & Mfg.*, 545 U.S. 308 (2005)
- *Gunn v. Minton*, 568 U.S. 251 (2013)

8. Plaintiff's claims also arise from conduct involving federal statutory obligations, including the Foreign Agents Registration Act, 22 U.S.C. §611 et seq., and the Foreign Corrupt Practices Act, 15 U.S.C. §§78dd-1–3, which form part of the federal law framework governing Defendants' conduct and provide additional bases for federal jurisdiction.

B. Civil Rights Jurisdiction — 42 U.S.C. §1983

9. Plaintiff brings claims pursuant to 42 U.S.C. §1983, which provides a private right of action against any person acting under color of state law who deprives another of constitutional rights.

10. Defendants acted under color of state law by invoking criminal contempt powers in state court proceedings, thereby exercising coercive governmental authority.

Authorities:

- *Lugar v. Edmondson Oil Co.*, 457 U.S. 922 (1982)
- *Dennis v. Sparks*, 449 U.S. 24 (1980)

C. Supplemental Jurisdiction — 28 U.S.C. §1367

11. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. §1367(a) because they form part of the same case or controversy as Plaintiff's federal claims.

12. Plaintiff's claims for tortious interference, malicious prosecution, abuse of process, fraud, and related causes of action derive from a common nucleus of operative fact concerning Defendants' unlawful interference with Plaintiff's contractual relations and misuse of judicial process.

Authority:

- *United Mine Workers v. Gibbs*, 383 U.S. 715 (1966)

D. Contract-Based Federal Jurisdiction and Local Nexus

13. The underlying contractual relationship giving rise to this action was centered in the Southern District of New York.

14. Plaintiff resides in and maintains its principal place of business within the Southern District of New York.

15. The contract was negotiated, performed, and/or intended to be performed in substantial part within this District.

16. The economic injury caused by Defendants' interference was suffered in this District.

17. The interference with contract, wrongful demands, and economic harm arose directly from Plaintiff's business operations conducted within this District.

18. Federal courts routinely exercise jurisdiction where contractual relationships and resulting economic injuries are centered within the forum district.

Authorities:

- *Burger King Corp. v. Rudzewicz*, 471 U.S. 462 (1985)
- *Licci ex rel. Licci v. Lebanese Canadian Bank*, 732 F.3d 161 (2d Cir. 2013)

E. Personal Jurisdiction

19. Defendants transacted business within the Southern District of New York and purposefully directed activities toward this District.

20. Defendants' actions caused injury to Plaintiff within this District.

21. Personal jurisdiction is proper under New York's long-arm statute, CPLR §302(a)(1) and §302(a)(3), and is consistent with due process because Defendants purposefully availed themselves of conducting activities within this forum. Defendants Masrou Barzani, Waysi Barzani, transacted business on a personal beneficiary level in the United States. Masrou Barzani a defendant in two pending SDNY cases and was successfully personally served by one of the Plaintiffs by order of the magistrate in this district by LinkedIn, email, and express mail.

Authority:

- *Licci ex rel. Licci v. Lebanese Canadian Bank*, 732 F.3d 161 (2d Cir. 2013)

22. Recognition of the corporate form would sanction fraud or injustice.

F. No Foreign Sovereign Immunity — Commercial Activity Exception

23. The claims asserted arise from private commercial conduct and not sovereign governmental acts.

24. The transaction involves a commercial contract for purchase and demonstration of a system and associated financial obligations.

25. The conduct constitutes “commercial activity” within the meaning of the Foreign Sovereign Immunities Act (“FSIA”), 28 U.S.C. §1605(a)(2).

26. A foreign state or its agents are not immune from jurisdiction in actions based upon commercial activity carried on in the United States or causing a direct effect in the United States.

27. The Agreement was governed by New York law, administered through New York, and caused direct economic effects in New York.

28. To the extent Masrouf and Waysi Barzani, Afan Sherwani, and Khasrou Wasman or related entities claim sovereign status, such immunity is unavailable because the conduct at issue constitutes private commercial activity.

Authorities:

- *Republic of Argentina v. Weltover, Inc.*, 504 U.S. 607 (1992)
- *Saudi Arabia v. Nelson*, 507 U.S. 349 (1993)
- *Kensington Int’l Ltd. v. Itoua*, 505 F.3d 147 (2d Cir. 2007)

G. Declaratory Relief — 28 U.S.C. §2201

29. This Court has authority under 28 U.S.C. §2201 to declare the rights and legal relations of the parties in a case of actual controversy.

30. An actual controversy exists regarding Defendants’ conduct, their obligations under federal law, and the legality of their interference with Plaintiff’s contractual rights.

Authority:

- *MedImmune, Inc. v. Genentech, Inc.*, 549 U.S. 118 (2007)

H. Venue — 28 U.S.C. §1391

31. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. §1391(b) because:

- (a) A substantial part of the events or omissions giving rise to the claims occurred within this District;
- (b) The contract at issue was centered in this District;
- (c) Plaintiff's business and resulting injury are located in this District; and
- (d) Defendants are subject to personal jurisdiction in this District.

32. The economic harm, contractual interference, and constitutional injury were felt in this District.

33. Venue is therefore proper under 28 U.S.C. §1391(b)(1) and (b)(2).

III. THE PARTIES

34. Plaintiff is Ben Jamil, an individual is a citizen of White Plains, NY in the district.

35. Plaintiff, HSS Development, operates in White plains, NY and owned 100% by Ben Jamil formerly was a Delaware corporation and operates as a DBA.

36. Cyber Communications Group, operates in White Plains, NY, and operates 100% as a sole membership owner by Ben Jamil and operates as a DBA.

37. Defendant Afan Omar Sherwani, is a citizen of Aldie, Virginia, Loudoun County, VA

38. Defendant ASO, LLC is a non-active LLC operating from Loudoun County, VA

39. Defendant ASO1, LLC is a Virginia organization with operations on Balls Hill Road, McLean, VA Fairfax County, VA Masrour Barzani's personal home.

40. Defendant Masrour Barzani, resides in McLean, Virginia, Erbil, Kurdistan, and Dubai

41. Theodore Kittila, is a citizen of the State of Delaware

42. Jonathon Moore, is a citizen of the State of New York, Suffolk County, NY

43. Halloran, Farkas, Kittila, LLP is organized as a limited liability partnership in the State of Delaware.

44. At all relevant times Defendants acted jointly and in concert.

IV. STATE ACTION AND MUNICIPAL LIABILITY

A. Use of Criminal Contempt Power

45. Defendants invoked state judicial authority by pursuing criminal contempt sanctions against Plaintiff in a civil proceeding in Westchester County Commercial Division Court in White Plains, NY after Plaintiff seeking legal counsel sent pleadings and depositions for review of the case. (Exhibit A, contempt). Unbeknownst to Plaintiff, Defendants had already been sued in other federal cases on allegations of money-laundering, terrorist-funding, violations of U.S. Patriot Act and human rights abuses. Contrary to the sworn testimony during depositions (Exhibit B), Defendant Sherwani, committed perjury relating to his involvement in prior litigation. Defendant Sherwani, concealed from Plaintiffs and the court his role as an original defendant in the federal case *Revend, et al., v. Barzani, Moore, et al.* in the U.S. District Court for the District of Columbia which is currently pending and filed in January 2024. Also unknown to Plaintiff on and around May-June 2025, Defendants had been referred to the U.S. Attorney's Office in the Southern District of New York and other investigations as far back as 2020 by the FBI.

46. Criminal contempt is a criminal sanction imposed to punish and vindicate judicial authority and implicates liberty interests. The criminal contempt violated civil rights, due process, and was maliciously motivated to silence intimidate Plaintiffs to quell any future

testimony as a witness in current SDNY and District of Columbia cases where they are defendants. Defendants have litigated also in other state cases to bring contempt charges for those adverse to Defendants Masrouf Barzani and Waysi Barzani including SDNY case *Moore v. Barzani, et al.*

Authorities:

- *Bloom v. Illinois*, 391 U.S. 194 (1968)
- *International Union, UMWA v. Bagwell*, 512 U.S. 821 (1994)

47. By invoking criminal contempt power, Defendants acted under color of state law.

48. Private parties who jointly engage state authority to deprive rights act under color of law.

Authorities:

- *Lugar v. Edmondson Oil Co.*, 457 U.S. 922 (1982)
- *Dennis v. Sparks*, 449 U.S. 24 (1980)
- *Adickes v. S.H. Kress & Co.*, 398 U.S. 144 (1970)
- *Ciambriello v. County of Nassau*, 292 F.3d 307 (2d Cir. 2002)

B. Monell Liability — Westchester County

49. The constitutional violations occurred through the Commercial Division of the Supreme Court, Westchester County.

50. The violations resulted from:

- municipal policy or custom,
- failure to supervise use of contempt powers,
- deliberate indifference to constitutional rights.

Authorities:

- *Monell v. Dep't of Social Servs.*, 436 U.S. 658 (1978)
- *City of Canton v. Harris*, 489 U.S. 378 (1989)

V. FACTUAL ALLEGATIONS

A. Plaintiff's Contract

51. Plaintiff entered a valid contract with ASO, LLC, it was unknown at the time that ASO,

LLC was owned by ASO1, LLC with a beneficiary owner as Masrour Barzani, Waysi Barzani, and possibly Golden Eagle Global, Inc., TarinNet a Kurdish internet service provider owned by Barzani and upon information and belief, Ster Group owned by Barzani associate Sarwar Pedawi. (Exhibit C, contract).

52. Defendants knew of the contract and the specifications required for the demonstration and terms.

B. Unlawful Kickback Demands

53. Defendant Sherwani, ASO, LLC, ASO1, LLC Masrour Barzani, Waysi Barzani, demanded unlawful payments as a condition of contract performance. Both foreign principals and Sherwani a foreign spy operating on behalf of Kurdistan's spy agency. Defendants demanded a \$360,000 from the Memorandum of Understanding and an additional amount to be paid which for their personal benefit from the contract.

54. Such demands constituted bribery of foreign officials prohibited by:

- 15 U.S.C. §§78dd-1–3 (Foreign Corrupt Practices Act).

C. Foreign Principal Relationship and Failure to Register under FARA.

55. During sworn deposition testimony in related proceedings, Defendants disclosed facts demonstrating that Defendant attorneys were acting on behalf of and subject to direction or control of a foreign principal within the meaning of 22 U.S.C. §611(c). Those facts include Afan Sherwani's role as an "employee" and intelligence spy for Kurdistan Regional Government with the beneficial owner a foreign principal, Masrour Barzani and Waysi Barzani. ASO, LLC and ASO1, LLC were shell "front" companies to obfuscate espionage activity targeting private citizens in the U.S. and other areas where electronic security such as described in the contract is considered espionage. Khasro Wasman, known as the "General" in Whatsapp correspondence to

Plaintiffs and email, in public documents and reports, has maintained his role as a spy chief for Kurdistan Regional Government for decades (Exhibit D). These facts appear in the decades long pattern of behavior of targeted private citizens and Barzani political adversaries. In European reports surveying the use of spyware, Barzani has been suspected of acquiring such technology for the sole purpose of targeting journalists, activists, and other citizens including in Europe and the U.S. and not for anti-terrorism security protocols as detailed in a report showing Kurdistan Regional Government's active spyware status in 2015 including group Hacking Team's reluctance to sell to Barzani's due to their massive human rights abuses and targeting individual citizens and not for solely anti-terrorism surveillance (Exhibit E, report). And, through online databases showing contracts for operation "Condor" through Wasman internationally (Exhibit F).

56. The testimony described activities advancing the foreign principal's interests in U.S. legal proceedings.

57. Upon information and belief, Defendants failed to register as required under 22 U.S.C. §612 and had a statutory duty to register. FARA requires any person acting within the United States as an agent of a foreign principal to register with the United States Department of Justice. Under 22 U.S.C. §611(c), an "agent of a foreign principal" includes any person who acts at the order, request, or under the direction or control of a foreign principal and who:

- represents the interests of the foreign principal before any court or agency of the United States;
- engages in political activities or strategic representation;
- acts as a public relations counsel or representative; or
- conducts activities in the interests of such foreign principal including nature of the agency relationship and financial arrangements and control. It is doubtful, ASO, LLC had the means or funds to continue to litigate and pursue criminal contempt as this was third-party funded litigation by a foreign government in this case Kurdistan Regional Government and Barzani brothers.

Further, Defendant attorneys acting as foreign agents of a foreign principal purported to represent the contracting entity in negotiations, contractual dealings, litigation proceedings in the United States. In all times relevant, Defendants represented that the contracting entity was an independent commercial party. Through communication with Defendants Wasman, Sherwani, and in depositions, Defendants attorneys knew the entity functioned as a front organization on behalf of the Barzani foreign principals and the contracting front company was registered in Virginia public corporate records as doing business from Defendant Masrour Barzani's home in McLean, VA. Legal Representation applies in this case as FARA provides only limited exemptions for bona fide legal representation in "ordinary" commercial matters. Defendant emailed Defendants Greilsheimer stating he was in violation of FARA and had a duty to register and that of the other lawyers of record in 2024. Here the exemption also does not apply. That exemption does not apply where legal services:

- advance political, governmental, or strategic interests of a foreign principal;
- conceal the identity or control of a foreign principal;
- involve activities beyond routine legal services; or
- further unlawful or fraudulent conduct.

Defendants' activities exceeded routine legal representation because they included concealment of foreign control, advancement of the foreign principal's interests, and invocation of judicial authority to pressure Plaintiff. Representation before courts in furtherance of a foreign principal's interests constitutes registrable activity under FARA. The Crime-Fraud exception between all defendants and their clients made in furtherance of unregistered foreign agent activity or fraudulent concealment are **not** protected by attorney-client privilege.

Authorities:

- **United States v. Zolin, 491 U.S. 554 (1989)**
- **In re Richard Roe, Inc., 68 F.3d 38 (2d Cir. 1995)**

58. No registration statement exists with the U.S. Department of Justice.

59. Defendants' conduct exceeded routine commercial legal services. Defendant Moore, filed in pending federal district court actions, had primarily performed financial services work including handling finances, bills, and paying credit card statements, opening bank accounts, and other "non legal" representative duties, beyond legal representation, for almost 20 years and failed to register under FARA in his work for Defendants Masrour Barzani, Waysi Barzani, associations with Afan Sherwani as far back as 2018.

Authorities:

C. Interference with Contract

60. Defendants intentionally prevented Plaintiff's performance which originally occurred on Defendants requested a second demonstration which was performed by Rhaine Dylan Knox and his company Admitech, a South African company. The demonstration was conducted in Erbil, Kurdistan. After that demonstration, Knox claims another cheaper electronic protocol named "Gatekeeper" was stolen by Defendants Barzani, Sherwani, Waysi Barzani, Khasro Wasman and he changed hotels three times as he was receiving threats while in Erbil. A second demonstration date of March 24, 2023 was selected however, Knox demanded he would not travel and demonstrate with certain officials namely Wasman due to personality conflicts and clashes during the first demonstration and allegations officials stole some of the equipment. In fact, consultant Helena Calitz traveled to Kurdistan and was granted a visa and performed under the agreement in June 2023 (Exhibit G, visa and boarding passes). Sherwani, Barzani and Knox interfered with the contract Plaintiffs had, and tortiously interfered with millions of dollars of future revenue Plaintiffs would receive by distribution and brokering agreements on a global scale which included 51% shares of all

revenues from Admitech and Plaintiff's new structure, NEWCO and ownership of the intellectual property (Exhibit H).

61. Plaintiff suffered extreme economic loss due to Defendants' conduct and deliberate breach and tortiously interfered with arrangements and agreements which would have generated hundreds of millions of dollars in revenue.

Authorities:

- *Lama Holding Co. v. Smith Barney Inc.*, 88 N.Y.2d 413 (1996)
- *Kirch v. Liberty Media Corp.*, 449 F.3d 388 (2d Cir. 2006)
- *Carvel Corp. v. Noonan*, 3 N.Y.3d 182 (2004)

D. Weaponization of Criminal Contempt

62. After Plaintiffs refused unlawful demands, Defendants sought criminal contempt sanctions, and after Plaintiffs attempted to retain counsel by sharing the case file and exhibits with numerous lawyers.

63. The contempt lacked probable cause and was malicious.

64. The objective was coercion and intimidation.

E. Fraudulent Misrepresentations (Rule 9(b))

65. Defendants made false statements regarding authority, payments, performance, and legal consequences.

66. Plaintiff relied on those misrepresentations including ASO, LLC, was the bonafide entity and not controlled and directed for a foreign principal to circumvent FCPA, FARA, and hide the Kurdistan Regional Government's involvement with the contract.

67. Such conduct constitutes unlawful means supporting Plaintiff's claims.

68. Their activities included representation advancing the foreign principal's interests before U.S. courts.

69. Such conduct required registration under 22 U.S.C. §612.

70. Upon information and belief, Defendants failed to register.

71. Defendants Moore, Kittila, Greilsheimer, and firm Halloran, et al. pursued criminal contempt proceedings to advance the interests of their foreign principal and to coerce Plaintiff and conceal before the state court in New York the true beneficial owner and work for a foreign principal required to file under FARA.

72. The attorney-client privilege does not protect communications made in furtherance of crime or fraud.

Authorities:

- *United States v. Zolin*, 491 U.S. 554 (1989)
- *In re Richard Roe, Inc.*, 68 F.3d 38 (2d Cir. 1995)
- *United States v. Jacobs*, 117 F.3d 82 (2d Cir. 1997)

73. Defendants' conduct constitutes bad-faith litigation conduct.

Authority:

- *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991)

VI. COUNT I- BREACH OF CONTRACT

74. Plaintiff repeats all prior allegations. Plaintiff and ASO LLC entered a valid and enforceable agreement and memo of understanding December 2022 and dated February 20, 2023 (Exhibit C).

75. Plaintiff performed or was ready, willing, and able to perform its contractual obligations and fulfilled the required specification per the contract in Exhibit C .

76. Defendants breached the Agreement by:

- a) preventing performance when Plaintiff had already fulfilled the obligation and a second demonstration was desired between March 10, 2024 and March 24, 2023 with Defendants Sherwani, Barzani, and Wasman. In fact, the second demonstration was fulfilled and defendants deliberately concealed the performance as agreed for the

purpose of breaching the contract and circumventing Plaintiff's involvement by directly doing business with Admitech instead of Plaintiffs who had the sole distribution agreement and a signed contract which included after performance in the contract the right to purchase 51% of shares and start Newco providing all rights to the intellectual property negotiated with Defendants (Exhibit H).

b) interfering with demonstration obligations including attempting to steal "Gatekeeper" technology at the demonstration. Defendants have claimed the demonstration was not successful which warranted a second demonstration, yet agreed to the purchase within the full amount of the contract in March 2023. Defendants claim the internet was not accessible or inoperable the day of the demonstration is implausible. Barzani brothers own the internet company TarinNet, Wasman's own email is with TarinNet, including areas within Erbil including the U.S. Consulate, major hotel chains, and an international airport.

c) failing to comply with payment and performance obligations, by agreeing to purchase the equipment and technology and failing to pay the full performance of the contract. As requested the second demonstration was successfully executed as consultant Helena Calitz obtained the required visa issued by Kurdistan and in June 2023, without complaints from Defendants, traveled to conduct the demonstration as shown by the copy of the visa and boarding pass of Admitech officer Knox and employee Calitz (Exhibit G).

d) engaging in conduct inconsistent with contractual duties by fraudulently misrepresented a failure in the demonstration and consequently agreed to the full performance and terms of the contract in March 2023. Defendants had full knowledge the second demonstration was accomplished, recognized performance was executed per the contract, and falsely instructed Defendant Moore to send a demand letter to Plaintiffs with accusations Plaintiffs failed to perform under the contract and was due a refund. That demand letter by Defendant Moore was sent to Plaintiffs March 31, 2023 after Defendants agreed to a second demonstration (Exhibit I).

77. Defendants' conduct deprived Plaintiff of the benefit of the bargain.

78. Plaintiff suffered damages including loss of contract value exceeding \$11 million.

Authorities:

- *Harsco Corp. v. Segui*, 91 F.3d 337 (2d Cir. 1996)
- *Terwilliger v. Terwilliger*, 206 F.3d 240 (2d Cir. 2000)

VII. COUNT II — §1983 MALICIOUS PROSECUTION

79. Plaintiff repeats and realleges the previous allegations set forth herein. Defendants initiated criminal contempt proceedings without probable cause and with

malice in October 2024 in New York state court when global press stories circulated on the contract including exhibits from depositions. Defendants had full knowledge much of the contract and exhibits, despite being sealed by the court, were public record on Trellis.law and Unicourt. Pending federal cases and investigations on Defendants Barzani, Sherwani, Moore, and Wasman includes subpoenas for information from witnesses. The commercial division case was a civil contract case and Defendants conspired to destroy Plaintiff by criminal contempt charges to silence his testimony in current pending cases against defendants in the United States.

80. Plaintiffs suffered constitutional injury, and Defendants' actions inflicted severe emotional injury and distress.

Authorities:

- *Thompson v. Clark*, 596 U.S. 36 (2022)
- *Manganiello v. City of New York*, 612 F.3d 149 (2d Cir. 2010)

VIII. COUNT III — §1983 ABUSE OF PROCESS

81. Plaintiff repeats and realleges the previous allegations set forth herein. All Defendants used criminal process for collateral objectives including malicious and unlawful criminal contempt of court to further their financial and political incentives by filing criminal contempt of court charges in New York in October 2025 against Plaintiffs for claims Plaintiffs violated a TRO pertaining to documents and records. Defendants feared their illicit conduct would become public and used in the federal cases against them currently pending in the District of Columbia and SDNY. Masrour Barzani also has a separate unrelated action against him in the SDNY and was ordered by this court to be served in *Yakob v. Lalav Group, et al.* by LinkedIn and mail in Erbil.

Authorities:

- *Cook v. Sheldon*, 41 F.3d 73 (2d Cir. 1994)

- *Savino v. City of New York*, 331 F.3d 63 (2d Cir. 2003)

IX. COUNT IV — SUBSTANTIVE DUE PROCESS (ABUSE OF POWER)

82. Plaintiff repeats and realleges the previous allegations set forth herein. Defendants' conduct was arbitrary, malicious, and attempted intimidate Plaintiffs to obstruct justice and evidence of defendants misconduct alleged in current cases including *Revend v. Barzani, et al.*, *Moore v. Barzani, et al.* (SDNY), *Yakob v. Lalav Group, Barzani, et al.* (SDNY).

Authorities:

- *County of Sacramento v. Lewis*, 523 U.S. 833 (1998)
- *Cine SK8, Inc. v. Town of Henrietta*, 507 F.3d 778 (2d Cir. 2007)

X. COUNT V — CIVIL RIGHTS CONSPIRACY (§1983) (42 U.S.C. §§ 1983 and 1985 — Conspiracy to Violate Civil Rights)

A. Conspiracy to Deprive Plaintiff of Constitutional Rights

83. Plaintiff repeats and realleges all preceding paragraphs.

Defendants knowingly entered into an agreement and reached a meeting of the minds to deprive Plaintiff of constitutional rights secured by the Fourth and Fourteenth Amendments to the United States Constitution.

84. Defendants jointly agreed to misuse governmental authority and judicial process, including the filing and pursuit of criminal contempt proceedings in a civil action, for the purpose of coercing Plaintiff, interfering with contractual relations, and inflicting financial and personal harm.

85. Defendants acted under color of state law and in concert with one another to invoke and misuse the coercive power of the State.

B. Overt Acts in Furtherance of the Conspiracy

86. In furtherance of the conspiracy, Defendants committed overt acts including:

- initiating or procuring criminal contempt proceedings without probable cause;
- using judicial process for collateral purposes unrelated to legitimate enforcement;
- interfering with Plaintiff's contractual and business relationships;
- making false or misleading representations to courts or authorities by using ASO, LLC when in fact ASO, LLC was a shell front company with the ultimate beneficiary Barzani brothers and ultimate beneficiary and user Kurdistan Regional Government whereby Defendants Moore, Kittila, Greilsheimer, and Halloran, et al., had full knowledge ASO was a front for a foreign spy agency operating in the United States.
- coordinating actions designed to intimidate, coerce, and financially harm Plaintiff;
- abusing governmental authority to advance private objectives and influence in the U.S. on behalf of foreign principals Barzani brothers and KRG and conspired to conceal foreign representative work required to be public disclosure under FARA.

87. These acts were taken intentionally, willfully, and with knowledge that they would deprive Plaintiff of constitutional rights.

C. Purpose and Object of the Conspiracy

88. The purpose of the conspiracy included:

- retaliation against Plaintiff;
- coercion of unlawful payments or concessions;
- obstruction of Plaintiff's contractual performance;
- infliction of financial and reputational harm;
- abuse of criminal contempt power to intimidate Plaintiffs from pursuing legal avenues to enforce the contract between the parties.

89. The conspiracy constituted an abuse of governmental power and misuse of judicial authority.

D. Deprivation of Constitutional Rights

90. As a direct and proximate result of Defendants' concerted conduct, Plaintiff suffered deprivation of:

- liberty and property interests without due process of law;
- the right to conduct lawful business free from arbitrary governmental interference;
- protection against malicious prosecution and abuse of criminal process.

E. Federal Statutory Basis

91. This claim arises under:

- 42 U.S.C. §1983, which provides a remedy against persons acting under color of state law who deprive constitutional rights;
- 42 U.S.C. §1985(3), which prohibits conspiracies to deprive persons of equal protection or equal privileges and immunities; and
- 42 U.S.C. §1988, providing for attorneys' fees.

F. Legal Standards

92. A civil rights conspiracy exists where two or more persons agree to act in concert to inflict unconstitutional injury and commit overt acts in furtherance of that agreement.

Supreme Court Authority:

- *Adickes v. S.H. Kress & Co.*, 398 U.S. 144 (1970) — conspiracy through joint action with state actors
- *Dennis v. Sparks*, 449 U.S. 24 (1980) — private parties liable for conspiracy with state officials

Second Circuit Authority:

- *Pangburn v. Culbertson*, 200 F.3d 65 (2d Cir. 1999) — elements of §1983 conspiracy
- *Ciambriello v. County of Nassau*, 292 F.3d 307 (2d Cir. 2002) — agreement and overt acts required
- *Singer v. Fulton County Sheriff*, 63 F.3d 110 (2d Cir. 1995) — malicious prosecution under §1983

G. Resulting Injury

93. As a direct result of the conspiracy, Plaintiff suffered:

- interference with contractual relations;
- loss of business opportunities;
- economic damages;
- reputational harm;
- emotional distress;
- deprivation of constitutional rights.

H. Damages

94. Plaintiff is entitled to compensatory damages, punitive damages against individual defendants, injunctive relief, and attorneys' fees pursuant to 42 U.S.C. §1988.

95. Defendants agreed to misuse judicial authority to harm and intimidate Plaintiffs.

Authority:

- *Pangburn v. Culbertson*, 200 F.3d 65 (2d Cir. 1999)

XI. COUNT VI — TORTIOUS INTERFERENCE WITH CONTRACT

96. Plaintiff repeats and realleges the previous allegations set forth herein. Defendants Sherwani, ASO, LLC, ASO1, LLC, Rhaine Knox, Admitech, Ltd., Masrou Barzani, Waysi Barzani, Wasman, tortiously interfered in the performance of the contract as in Exhibit C by circumventing Plaintiffs falsely accusing Plaintiff of non-performance, and directly making an agreement with Admitech, Ltd., Rhaine Knox, and other Admitech employees to deny Plaintiff the \$10,775,000 owed under the contract in Exhibit C. In addition, the theft of IP technology during the demonstration, cost Plaintiffs the IP acquisition from Admitech, Ltd., securing 51% ownership of Newco shares, and an approximate 2% of the global market for the technology as described under the contract and agreements with Admitech.

The loss of revenue due to the tortious interference by Defendants, according to *Carnegie Endowment's* report on zero-click technology in 2023 was \$12 billion. Plaintiffs opportunity for ownership of the intellectual property and distribution rights caused Plaintiffs to lose \$450,000,000 in potential revenue.

XII. COUNT VII — CIVIL EXTORTION / COERCION

97. Plaintiff repeats and realleges the previous allegations set forth herein. Defendants Sherwani, ASO, LLC, ASO1, LLC, Masrou Barzani, Waysi Barzani, Wasman on conspired to commit extortion against Plaintiffs through Whatsapp and other protocols relaying “all will be forgotten” and start “fresh” and Defendants would withdraw the criminal and civil contempt of court civil proceedings in state court in New York, if Plaintiffs perform demonstrations for the technology under the contract in Exhibit C on November 18, and November 19, 2025 days

before the scheduled contempt of court trial in Westchester County, NY. (Exhibit J). These communications include Defendants attempt to coerce Plaintiffs to a fraudulent deal behind their attorneys and Defendants Moore, Kittila, Greilsheimer, Halloran, et

al. All Defendants were aware of the extortive and coercive threats and conspired to promote the intimidation and extortive threats by pursuing criminal contempt. Further, Wasman continued to approach Plaintiffs through Whatsapp communication in June 2023 with intentions to move f forward.

Statutes:

- N.Y. Penal Law §155.05(2)(e)
- N.Y. Penal Law §135.60

XIII. COUNT VIII —FRAUD, CIVIL CONSPIRACY, AND SCHEME TO DEFRAUD

(Common Law Fraud; 42 U.S.C. §§1983, 1985, 1986; Wire Fraud as Unlawful Conduct)

A. Federal Statutory Basis

98. This count arises under federal law including:

- 42 U.S.C. §1983 (deprivation of constitutional rights under color of state law);
- 42 U.S.C. §1985(3) (civil rights conspiracy);
- 42 U.S.C. §1986 (failure to prevent conspiracy);
- federal question jurisdiction under 28 U.S.C. §1331;
- supplemental jurisdiction under 28 U.S.C. §1367.

99. Plaintiff repeats and realleges the previous allegations set forth herein. Defendants engaged in a coordinated scheme to defraud Plaintiff, deprive Plaintiff of property and contractual rights, and misuse state judicial authority.

100. Defendants' conduct included acts constituting wire fraud in violation of 18 U.S.C. §1343, which form part of the unlawful scheme and constitute wrongful conduct supporting Plaintiff's civil claims.

B. Fraudulent Scheme and Enterprise

101. Plaintiff repeats and realleges the previous allegations set forth herein. Defendants devised and executed a scheme to defraud Plaintiff through an associated enterprise consisting of corporate entities, individuals, and agents acting in concert.

102. The enterprise operated through coordinated communications, shared objectives, and division of roles designed to obtain Plaintiff's proprietary technology, contractual rights, and business opportunities through deception which commenced from the signing of the contract and the memo of understanding in 2023.

103. Upon information and belief, one or more defendant entities were created or used as sham or front companies lacking independent commercial purpose and used to conceal beneficial ownership and the true purpose of the transaction and the beneficial owner. ASO, LLC was utilized to conceal the true beneficial owner, foreign principals Barzani brothers, and conceal Defendants' work was required to file under FARA promoting the work and spy agency of a foreign country, namely, Kurdistan Regional Government. The enterprise by Defendants continues to be through other court pleadings in the U.S. and judgments affirmed in the United States by Barzani and Defendant family, a continual enterprise of decades-long pattern of illicit behavior in the United States funneling funds from U.S. Government contracts into private enterprises for the benefit of foreign principals using experts, representatives, agents, and lawyers, to conceal those activities. See *Revend, et al. v. Barzani, Yakob v., Barzani, Lalav Group, et al., Moore v. Barzani, et al.*, (SDNY) .

C. Defendants' enterprise had a common objective to:

- induce Plaintiff into contractual relations through false pretenses;
- obtain access to Plaintiff's technology and proprietary systems;
- interfere with Plaintiff's contractual performance;
- destroy Plaintiff's business operations;
- misuse judicial process, including criminal contempt proceedings, to coerce Plaintiff.

D. (Rule 9(b))

104. Defendants made material misrepresentations and omissions of fact including:

- the identity, authority, and beneficial ownership of contracting entities;
- the legitimacy and commercial purpose of the transaction;
- Defendants' intent and ability to perform contractual obligations;
- the intended use of Plaintiff's proprietary technology;
- the legal consequences and authority asserted against Plaintiff.

105. These representations were false when made.

Defendants knew the statements were false or acted with reckless disregard for their truth.

106. Defendants intended Plaintiff to rely on these representations.

Plaintiff reasonably relied on the misrepresentations.

107. Plaintiff suffered substantial economic harm exceeding \$11 million.

Rule 9(b) Authorities:

- Fed. R. Civ. P. 9(b)
- *Lerner v. Fleet Bank*, 459 F.3d 273 (2d Cir. 2006)
- *ECA, Local 134 IBEW v. JP Morgan Chase Co.*, 553 F.3d 187 (2d Cir. 2009)

E. Wire Fraud as Part of the Scheme — 18 U.S.C. §1343

108. Defendants executed the fraudulent scheme through interstate and international electronic communications, including emails, electronic transmissions, and wire transfers.

109. The wire communications were used to:

- transmit false representations;
- induce contractual performance;
- coordinate enterprise activities;
- obtain money and proprietary information;
- advance the scheme to defraud.

110. Such conduct constitutes wire fraud under 18 U.S.C. §1343, which prohibits schemes to defraud using interstate wire communications.

Authorities:

- 18 U.S.C. §1343
- *Bridge v. Phoenix Bond & Indem. Co.*, 553 U.S. 639 (2008) (scheme to defraud framework)
- *United States v. Finazzo*, 850 F.3d 94 (2d Cir. 2017) (elements of wire fraud)
- *United States v. Bunday*, 804 F.3d 558 (2d Cir. 2015) (intent to defraud standard)

111. The wire fraud conduct constitutes wrongful and fraudulent means supporting Plaintiff's civil claims.

F. §1983 Civil Conspiracy

112. Defendants knowingly agreed and acted in concert to inflict unconstitutional injury and economic harm.

113. The agreement is demonstrated by coordinated actions, communications, and shared objectives.

114. Defendants committed overt acts including:

- coordinated misrepresentations;
- use of front entities in the contract such as ASO, LLC
- interference with contractual performance;
- misuse of criminal contempt proceedings to coerce Plaintiff as filed in October 2025.

Authorities:

- *Adickes v. S.H. Kress & Co.*, 398 U.S. 144 (1970)
- *Dennis v. Sparks*, 449 U.S. 24 (1980)
- *Pangburn v. Culbertson*, 200 F.3d 65 (2d Cir. 1999)
- *Ciambriello v. County of Nassau*, 292 F.3d 307 (2d Cir. 2002)

G. §1985(3) Conspiracy

115. Defendants conspired to deprive Plaintiff of federally protected rights through abuse of governmental power and judicial process.

Authorities:

- *Griffin v. Breckenridge*, 403 U.S. 88 (1971)
- *United Brotherhood of Carpenters v. Scott*, 463 U.S. 825 (1983)

H. §1986 Failure to Prevent

116. Defendants with knowledge of the conspiracy failed to prevent its execution.

I. Pattern and Continuity of Conduct

117. Defendants' actions constituted a coordinated and continuous pattern of conduct rather than isolated acts.

118. The enterprise demonstrated continuity through repeated fraudulent conduct, coordinated business interference, and sustained efforts to obtain Plaintiff's technology and destroy Plaintiff's business. This pattern of behavior is well documented over decades with Barzani brothers, and other Defendants including family members in this court, public records, international arbitration cases, the U.K., U.S. State Department and FBI records and statements, credible media reports, and the United Nations.

J. Misuse of Criminal Contempt as Instrument of Fraud

119. Defendants invoked criminal contempt proceedings in a civil action to coerce Plaintiff and advance the fraudulent scheme.

120. Criminal contempt constitutes punitive state power implicating liberty interests.

Authorities:

- *Bloom v. Illinois*, 391 U.S. 194 (1968)
- *International Union, UMWA v. Bagwell*, 512 U.S. 821 (1994)

121. The coordinated misuse of criminal process supports liability for malicious prosecution and abuse of process.

Authorities:

- *Manganiello v. City of New York*, 612 F.3d 149 (2d Cir. 2010)
- *Cook v. Sheldon*, 41 F.3d 73 (2d Cir. 1994)

K. Plausibility Under Twombly and Iqbal

122. Plaintiff has alleged specific actors, objectives, overt acts, and resulting injury sufficient to state a plausible claim.

Authorities:

- *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007)
- *Ashcroft v. Iqbal*, 556 U.S. 662 (2009)

L. Damages

Plaintiff seeks compensatory damages, punitive damages, equitable relief, and attorneys' fees under 42 U.S.C. §1988.

XIV. COUNT IX — ALTER EGO LIABILITY AND VEIL PIERCING

123. Plaintiff repeats all prior allegations.

124. ASO LLC, ASO1, LLC and related entities were dominated and controlled by Masrou Barzani and Waysi Barzani and the ultimate decision makers controlling the contract. ASO LLC and related entities operated as instrumentalities or alter egos for the personal interests of Masrou Barzani and Waysi Barzani.

125. Such domination was used to commit wrongful acts including interference with contractual relations and misuse of corporate form.

126. The corporate structure was used to perpetrate fraud or injustice against Plaintiffs and hide activities from public scrutiny and beneficial ownership who are foreign principals Masrou Waysi Barzani, and Khasrou Wasman on behalf of the Kurdistan Regional Government.

127. Equity requires piercing the corporate veil and imposing liability on Masrou Barzani and Waysi Barzani, Khasrou Wasman, Afan Sherwani (who has never in court argued in New York he holds sovereign immunity), individually.

Authorities:

- *Morris v. N.Y. State Dep't of Taxation & Fin.*, 82 N.Y.2d 135 (1993)

- *MAG Portfolio Consultant v. Merlin Biomed Group*, 268 F.3d 58 (2d Cir. 2001)

XV. DAMAGES

128. Plaintiff seeks:

- compensatory damages
- lost profits
- consequential damages
- punitive damages (*Smith v. Wade*, 461 U.S. 30 (1983))
- attorneys' fees under 42 U.S.C. §1988
- injunctive relief

XVI. PRAYER FOR RELIEF

WHEREFORE Plaintiffs demands judgment for:

1. COUNTS I and IX against Defendants Sherwani, ASO, LLC, ASO1, LLC, Masroure Barzani, Waysi Barzani, Khasro Wasman, John Does 1-5, Plaintiffs demand relief in the amount of \$460,000,000 for compensatory damages.

2. COUNTS II, III, IV, V, VI, VII, VIII, X, XI, XII, XIII, XIV, XV, XVI, against All Defendants, Plaintiffs demand relief in the amount of \$100,000,000 in punitive damages.

3. Injunctive Relief: Plaintiffs ask for injunctive relief from the court to immediately stay all proceedings in state court, and set-aside all orders from the Westchester Commercial Division Court, based on the fraud, misrepresentation, and fraud on the court as specified in this Complaint effective immediately.

4. Attorneys' Fees and Costs: All fees and costs related to the actions and harm by Defendants.

5. Other Relief: Such other relief as the Court deems just

XVI. JURY DEMAND

Plaintiff demands trial by jury.

Respectfully submitted,

/s/Ben Jamil, individual
HSS Development Group,
Cyber Communications
35 Saxon Woods Road
White Plains, NY 10605
37@secintel.com

/s/February 27, 2026

EXHIBIT A

At an IAS Part __ of the Supreme Court of the State of New York, held in and for the County of Westchester, at the Courthouse located at 111 Dr. Martin Luther King Jr. Blvd., White Plains, New York, Courtroom 103, on October __, 2025.

PRESENT: Hon. Linda S. Jamieson
J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

ASO LLC and AFAN SHERWANI (f/k/a AFAN OMAR),

Plaintiffs,

v.

HHS DEVELOPMENT GROUP LTD. and
CYBER COMMUNICATIONS CONTROL
GROUP INC.,

Defendants.

Index No.: 64236/2023

Motion Sequence No. 10

**ORDER TO SHOW
CAUSE AS TO WHY
DEFENDANTS AND
BEN JAMIL SHOULD
NOT BE HELD IN
CRIMINAL AND CIVIL
CONTEMPT**

UPON reading and filing of the accompanying memorandum of law, the documents filed on the docket in this case on NYSCEF, and upon all the papers and proceedings heretofore had herein, and good cause having been alleged, it is hereby:

ORDERED that Defendants HHS Development Group Ltd. and Cyber Communications Control Group Inc. (together, “Defendants”) and Defendants’ principal, Mr. Ben Jamil, show cause before this Court at IAS Part __, at the Courthouse located at 111 Dr. Martin Luther King Blvd., White Plains, New York, Courtroom 103, on _____, 2025, at ____ a.m./p.m., or as soon thereafter as counsel may be heard, why an Order should not be made and entered herein pursuant to Judiciary Law §§ 750(A) and 753(A) finding them in contempt of this Court’s Orders dated July 28, and October 27, 2023; and it is further

ORDERED that answering papers, if any, shall be electronically filed in this matter on NYSCEF and served upon counsel for Plaintiff, Halloran Farkas + Kittila LLP, electronically at jg@hfk.law and tk@hfk.law, so as to be received on or before the close of business on the __ day of _____, 2025; and it further

ORDERED that reply papers, if any, shall be electronically filed in this matter on NYSCEF on or before the __ day of _____, 2025; and it is further

E N T E R :

Hon. Linda S. Jamieson, J.S.C

At an IAS Part ___ of the Supreme Court of the State of New York, held in and for the County of Westchester, at the Courthouse located at 111 Dr. Martin Luther King Jr. Blvd., White Plains, New York, Courtroom 103, on October 24, 2025.

PRESENT: Hon. Linda S. Jamieson
J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

ASO LLC and AFAN SHERWANI (f/k/a AFAN
OMAR),

Plaintiffs,

v.

HHS DEVELOPMENT GROUP LTD. and
CYBER COMMUNICATIONS CONTROL
GROUP INC.,

Defendants.

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DEFENDANTS AND
BEN JAMIL SHOULD
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CONTEMPT**

WARNING:

**YOUR FAILURE TO APPEAR IN COURT MAY RESULT
IN YOUR IMMEDIATE ARREST AND IMPRISONMENT
FOR CONTEMPT OF COURT.**

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before this Court at IAS Part __, at the Courthouse located at 111 Dr. Martin Luther King Blvd., White Plains, New York, Courtroom 103, on November 14, 2025, at ----- a.m./p.m., or as soon thereafter as counsel may be heard, why an Order should not be made and entered herein pursuant to Judiciary Law §§ 750(A) and 753(A) finding them in contempt of this Court's Orders dated July 28, and October 27, 2023; and it is further

ORDERED that service of a copy of this Order to Show Cause, together with the papers upon which it was granted shall be made upon the Defendants on or before the 28th day of October, 2025 by emailing the foregoing papers to Ben Jamil at 37@secintel.com and via overnight delivery to Ben Jamil, HHS Development Group Ltd., 75 South Broadway, 4th Fl., White Plains, NY 10601, so as to be actually received in hand on before the close of business on the 28th of October, 2025, and that such service be deemed good and sufficient; and it is further

ORDERED that answering papers, if any, shall be electronically filed in this matter on NYSCEF and served upon counsel for Plaintiff, Halloran Farkas + Kittila LLP, electronically at jg@hfk.law and tk@hfk.law, so as to be received on or before the close of business on the 7th day of November, 2025; and it further

ORDERED that reply papers, if any, shall be electronically filed in this matter on NYSCEF on or before the 14th day of Nov., 2025; and it is further

NO APPEARANCES

E N T E R :



 Hon. Linda S. Jamieson, J.S.C

At an IAS Part ___ of the Supreme Court of the State of New York, held in and for the County of Westchester, at the Courthouse located at 111 Dr. Martin Luther King Jr. Blvd., White Plains, New York, Courtroom 103, on October 24, 2025.

PRESENT: Hon. Linda S. Jamieson
J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

ASO LLC and AFAN SHERWANI (f/k/a AFAN OMAR),

Plaintiffs,

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HHS DEVELOPMENT GROUP LTD. and
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ORDERED that Defendants HHS Development Group Ltd. and Cyber Communications Control Group Inc. (together, “Defendants”) and Defendants’ principal, Mr. Ben Jamil, show cause

before this Court at IAS Part __, at the Courthouse located at 111 Dr. Martin Luther King Blvd., White Plains, New York, Courtroom 103, on November 14, 2025, at ----- a.m./p.m., or as soon thereafter as counsel may be heard, why an Order should not be made and entered herein pursuant to Judiciary Law §§ 750(A) and 753(A) finding them in contempt of this Court's Orders dated July 28, and October 27, 2023; and it is further

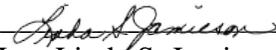
ORDERED that service of a copy of this Order to Show Cause, together with the papers upon which it was granted shall be made upon the Defendants on or before the 28th day of October, 2025 by emailing the foregoing papers to Ben Jamil at 37@secintel.com and via overnight delivery to Ben Jamil, HHS Development Group Ltd., 75 South Broadway, 4th Fl., White Plains, NY 10601, so as to be actually received in hand on before the close of business on the 28th of October, 2025, and that such service be deemed good and sufficient; and it is further

ORDERED that answering papers, if any, shall be electronically filed in this matter on NYSCEF and served upon counsel for Plaintiff, Halloran Farkas + Kittila LLP, electronically at jg@hfk.law and tk@hfk.law, so as to be received on or before the close of business on the 7th day of November, 2025; and it further

ORDERED that reply papers, if any, shall be electronically filed in this matter on NYSCEF on or before the 14th day of Nov., 2025; and it is further

NO APPEARANCES

E N T E R :



 Hon. Linda S. Jamieson, J.S.C

EXHIBIT B

1 SUPREME COURT OF THE STATE OF NEW YORK

2 COUNTY OF WESTCHESTER

3 -----
4 ASO, LLC AND AFAN SHERWANI (f/k/a
5 AFAN OMAR),

6 Plaintiffs,

7 v.

INDEX NO.
642366/2023

8 HSS DEVELOPMENT GROUP, LTD and
9 CYBER COMMUNICATIONS CONTROL GROUP,
10 INC.,

11 Defendants.
12 -----

13
14
15 C O N F I D E N T I A L

16 PURSUANT TO PROTECTIVE ORDER

17
18
19
20 VIDEOCONFERENCE DEPOSITION UPON ORAL EXAMINATION
21 OF AFAN SHERWANI
TAKEN ON BEHALF OF THE DEFENDANTS

22 Aldie, Virginia

23 January 29, 2025
24
25

1 APPEARANCES :

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Also present: Benjamin Jamil

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I N D E X

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1 Videoconference deposition upon oral
2 examination of AFAN SHERWANI, taken on behalf of the
3 Defendants, before Penny C. Wile, RPR, RMR, CRR,
4 E-Notary Public for the Commonwealth of Virginia at
5 large, taken pursuant to notice, commencing at 9:35 a.m.
6 EST on January 29, 2025, via Zoom Videoconference; and
7 this pursuant to Article 31 of the Civil Practice Law
8 and Rules of the Commercial Division Rules.

9 - - -

10 AFAN SHERWANI was sworn and deposed on
11 behalf of the Defendants as follows:

12 EXAMINATION BY COUNSEL FOR THE DEFENDANTS:

13 BY MR. RUTHERFORD:

14 Q. Good morning, Mr. Sherwani.

15 A. Good morning.

16 Q. My name is Tyler Rutherford. I represent
17 the defendants and counterclaim plaintiffs in this
18 action, HSS Development Group, Limited and Cyber
19 Communications Control Group, Incorporated.

20 Have you ever been deposed before?

21 A. No.

22 Q. Have you ever testified in court before?

23 A. No.

24 Q. The court reporter just placed you under
25 oath. Do you understand that means you must tell the

1 truth here today?

2 A. Yes, I do.

3 Q. This is a formality, and I apologize, but
4 it is a standard question: Are you under the influence
5 of any drugs, alcohol, medications, that would prevent
6 you from answering my questions truthfully and cogently
7 here today?

8 A. No.

9 Q. Is there any medical reason or otherwise
10 that you cannot remember or testify accurately today?

11 A. No.

12 Q. And as Madam Court Reporter noted, please
13 let me finish asking my question before providing the
14 answer. If you do not understand my question, please
15 let me know and I can try to rephrase or repeat the
16 question.

17 And given that this proceeding is being
18 transcribed, it's important to give a verbal answer, so
19 no like head nods or shakes. It's yes, no, that sort of
20 thing. Does that make sense?

21 A. Yes.

22 Q. If at any time you need a break, please
23 just let me know and we'll take a break.

24 A. Sure.

25 Q. Given that this is on Zoom -- typically

1 with in-person depositions we can see everyone that's in
2 the room -- so I'm just going to ask, is there anyone in
3 the room with you today?

4 A. No.

5 Q. And do you have anything in front of you,
6 besides obviously your computer screen?

7 A. Only my monitor and the desktop, too, but
8 it's turned off.

9 Q. Have you done anything to prepare for this
10 deposition?

11 A. Nothing officially, no.

12 Q. Did you speak with anyone about your
13 deposition?

14 A. Yes. I speak with my lawyer yesterday.

15 Q. All right. Okay. And let's kind of just
16 do the basics first and talk about ASO, LLC and what it
17 is and what kind of work and industries it transacts in.
18 So what is ASO, LLC?

19 A. It's a technical company.

20 Q. And what does -- like what industry --
21 what does it do? What is its function?

22 A. It provides technical consultation.

23 Q. Technical consultations in what? Is there
24 a particular area that it provides technical
25 consultations on?

1 A. Whatever is needed. Nothing in
2 particular.

3 Q. Is one of those technical consultations in
4 the area of cybersecurity?

5 A. Yeah. One of them is also cybersecurity.

6 Q. What is the ownership structure of ASO?

7 A. I'm the only owner, sir.

8 Q. You're the only member of the company?

9 A. Yes. I'm the only member.

10 Q. Does ASO have any employees other than
11 yourself?

12 A. No.

13 Q. So you're the only individual associated
14 with ASO?

15 A. Yes.

16 Q. And how long have you been with ASO? When
17 did you form ASO?

18 A. 2018.

19 Q. Are you -- given you're the sole
20 individual associate with ASO, do you take a salary or
21 do you distribute the profits of the company to
22 yourself?

23 A. Yes, we do the salary.

24 Q. Do you have any other jobs or positions
25 with any other entities or organizations?

1 A. Yes.

2 Q. Could you tell me about those?

3 A. I also have another LLC as the property
4 manager.

5 Q. Does that LLC have -- sorry. I thought I
6 heard feedback.

7 Is there -- that other LLC that you were
8 mentioning, the property management, does that have
9 anything to do with ASO at all?

10 A. It's a property manager. The other one is
11 technical consultation.

12 Q. And has ASO ever employed independent
13 contractors?

14 A. Independent contractors? The only one --
15 we already have a contract with -- the only contract
16 that we have, it was with HSS, Mr. Ben.

17 MR. GREILSHEIMER: I think there is a
18 miscommunication --

19 MR. RUTHERFORD: I can rephrase.

20 MR. GREILSHEIMER: -- with the question.

21 THE WITNESS: Sorry.

22 BY MR. RUTHERFORD:

23 Q. So independent contractor, when I'm
24 referring to that I'm referring to basically it's a type
25 of employee.

1 But has ASO at any point hired in some
2 capacity an individual or individuals to work --

3 A. No. Sorry.

4 Q. No. That's okay. And we'll get to later
5 on about contracts with ASO.

6 And so I guess I'll actually stick along
7 the lines of contracts. Given you're the only
8 individual associated with ASO, is it fair to say you
9 negotiate all of the contracts that ASO enters into?

10 A. Yes.

11 Q. Are you familiar with negotiating
12 contracts?

13 A. No. Not too much, no.

14 Q. How many contracts would you say you've
15 negotiated and entered into?

16 A. Only one.

17 Q. And when you say only one, are you
18 speaking as ASO's only negotiated and entered into one
19 contract?

20 A. Yes. Correct.

21 Q. Now, taking a step back from ASO, you as
22 an individual, how many contracts have you negotiated,
23 entered into, roughly?

24 A. The only contract, it was the one which we
25 did, the ASO one. ASO, the only one that -- it's the

1 only one. That's the only one.

2 Q. So that's the only contract that you as an
3 individual, setting aside ASO, has ever negotiated and
4 entered into?

5 A. Correct.

6 Q. Okay. We might come back to that.

7 A. Uh-huh.

8 Q. Are you associated with any other
9 litigation in the United States?

10 A. I don't understand the question.

11 Q. Do you have any role in or are you
12 associated with any other currently pending litigation
13 in the United States?

14 A. No.

15 Q. Have you ever been involved with or
16 associated with any other litigation in the United
17 States?

18 A. No.

19 Q. Does anyone else have the authority to
20 enter into binding contracts on behalf of ASO?

21 A. No.

22 Q. Do you consider yourself to be an
23 experienced negotiator?

24 A. No.

25 Q. Have you ever walked away from an offer

1 while negotiating a contract?

2 A. No.

3 Q. Have you ever agreed to a contract and not
4 complied with its terms?

5 A. No.

6 Sorry. Not complain?

7 Q. Not complied with the terms of the
8 contract.

9 A. Can you explain more?

10 Q. I can rephrase the question.

11 Have you ever entered into a contract and
12 then breached the contract by not complying with the
13 terms of the agreement?

14 A. No.

15 Q. Let's take a step back from ASO and ask --
16 you know, switch to some background information.

17 So you currently reside in Virginia. And
18 you're the sole owner of ASO. What did you do starting
19 ASO?

20 A. I just moved to country 2017.

21 Q. And before moving to the United States,
22 where did you reside?

23 A. In Europe. I was working for the
24 Kurdistan government.

25 Q. Do you have -- did you obtain any higher

1 education from like a college or university?

2 A. Yes. I have a bachelor's in Applied
3 Science.

4 Q. And have you ever used the degree, Applied
5 Science?

6 A. No.

7 Q. As you mentioned, prior to the United
8 States you were working for the Kurdistan government.
9 What were you doing for the Kurdistan government?

10 A. IT department.

11 Q. How long were you in that position, in the
12 IT department?

13 A. Since 2000.

14 Q. Oh. So you were there for a while?

15 A. Yes.

16 Q. And what was your role in the IT
17 department? What were your day-to-day functions?

18 A. Anything related to IT.

19 Q. So when you say anything related to IT, is
20 that -- expand upon that a little bit more. Are you
21 referring to, you know, fixing technical problems with,
22 you know, computers or are you talking like on a larger
23 scale of coding and that kind of stuff?

24 A. Stuff connected to the computer.

25 Q. Did you do anything else in that role

1 other than assisting with computer issues?

2 A. No.

3 Q. And so you moved to the United States in
4 2017, and a year later formed ASO; is that fair?

5 A. Correct.

6 Q. What was the -- what brought you to the
7 United States in 2017?

8 A. We win the lottery, and that was --

9 Q. The visa lottery?

10 A. Yes.

11 Q. So turning back to ASO and the issues
12 pertaining to this litigation, you've brought an action
13 against HSS Development Group, Limited and Cyber
14 Communications Control Group, Incorporated. Do you
15 recall when you first encountered or learned of HSS
16 Development Group, Limited? And for ease of reference
17 I'm just going to refer to that entity as HSS throughout
18 this deposition.

19 A. I can't remember exactly when I learn
20 about them, but it was about 2019, and I get email from
21 them first.

22 Q. And same question but in regards to Cyber
23 Communications Control Group. So when did you learn or
24 hear about that company?

25 A. Actually, I think it was about after

1 the -- I don't remember when I learn about it. Maybe
2 2022 or 2023. I'm not sure.

3 Q. And so you mentioned that your first
4 interaction with HSS was an email around 2019. Did you
5 start to do business with HSS in 2019?

6 A. We just got email from them. It was the
7 advertising email that said they are -- be able to
8 intercept the phones, iOS and Android. And I was -- I
9 just called him to see if they are able to do that or
10 not.

11 Q. And you said called him. Who is that him
12 you're referring to?

13 A. I spoke with Ben on that time, emailed and
14 called.

15 Q. Ben Jamil?

16 A. Ben Jamil, yeah.

17 Q. And that occurred in 2019?

18 A. Not sure exactly, but it should be 2019,
19 something like that.

20 Q. And did you move forward with purchasing
21 the equipment that you discussed with Ben at that time,
22 in 2019?

23 A. No.

24 Q. No?

25 Why not?

1 A. We interested in the iOS, and they don't
2 have iOS on that.

3 Q. And when you say they do not have iOS,
4 what are you referring to in they?

5 A. IPhones. To be able to intercept the
6 iPhone program.

7 Q. But the they in that sentence, are you
8 referring to HSS?

9 A. HSS. Mr. Benjamin.

10 Q. And so after that encounter with HSS and
11 Mr. Jamil in 2019, did you reach out to them again
12 regarding purchasing equipment?

13 A. Yes. I received another email maybe
14 2020-2021, and I just called him to confirm. And it was
15 the same scenario. They say they don't have the
16 capability of iOS.

17 Q. Okay. So after that instance that
18 occurred in 2020 or 2021, was there another time that
19 you reached out inquiring about purchasing their
20 equipment?

21 A. Yeah. The last time was November of --
22 I'm not sure it's November or December, or maybe
23 October. Not exactly. But it was 2022 when we talk and
24 they say they have the system.

25 Q. And so, then, in total is it fair to say

1 you had three interactions with Mr. Jamil and HSS
2 regarding potential purchases of equipment?

3 A. Correct.

4 Q. Okay.

5 A. Yeah.

6 Q. During those three encounters, did you
7 ever speak to anyone other than Mr. Jamil?

8 A. There was -- I think someone, his name
9 Stefan. I'm not sure. And he referred me to Mr. Jamil.

10 Q. And so the encounter that happened in the
11 fall of 2022, tell me a little bit more about how that
12 encounter started and how that process worked.

13 A. Like always, I received an email, called
14 them. And Mr. Benjamin say they have the system for
15 both iOS and Android. We schedule a meeting. And
16 that's when it started.

17 Q. And so this email that you reference, is
18 it like an advertisement, something you get from like a
19 store?

20 A. Yes. Yes.

21 Q. And at that time were you aware if HSS had
22 successfully delivered on selling any of the systems
23 previously?

24 A. No.

25 Q. And why were you looking to purchase the

1 system in 2022?

2 A. The Kurdish government, they told me they
3 are interested in the project and they are willing to
4 buy it.

5 Q. When the government reached out to you,
6 was that in connection with or because you had
7 previously worked in the IT department there?

8 A. Yes.

9 Q. Do you recall who reached out to you?

10 A. It's the IT department. The manager of
11 the IT department.

12 Q. So the manager of the IT department of the
13 government reached out to you? Okay.

14 And did you tell the manager about the
15 system or was he already aware of the system?

16 A. We already were -- your question is --
17 refer to when?

18 Q. I can rephrase.

19 So you mentioned how the manager of the IT
20 department of the government reached out to you and
21 stated that the government was interested in the system.
22 My question is --

23 A. Sorry. Let me correct that one. They
24 were interested to a system, but they didn't know that
25 the Ben has this system before. They say there is

1 something like that existed and we're interested to
2 purchase. And that way I was looking. And then I
3 received Ben's email, and from there.

4 Q. All right. Well, let me see if I
5 understand.

6 So the manager of the IT department of the
7 government told you, hey, we're looking for something
8 that can do X, Y, Z, and you received the email from HSS
9 and you went, oh, that meets what the government's
10 looking for, and so that's how the sequence of events
11 occurred?

12 A. Right. Yes.

13 Q. Thank you.

14 Do you recall the name of the manager?

15 A. It's Mr. Barzani.

16 Q. Okay. So we've established -- we're at
17 the point now where you received the email from HSS, you
18 contacted Ben, and there was interest. So what happened
19 after that?

20 A. We visited New York.

21 Q. And when you say we visited New York --

22 A. I am the only one. I visited Ben in New
23 York.

24 Q. And what was the purpose of that visit in
25 New York?

1 A. To get some information about the project
2 that Ben was, HSS.

3 Q. And the project -- I just want to make
4 sure we're talking about the same thing. We're talking
5 about the system --

6 A. The system. Correct. Yes.

7 Q. And could you tell me what your
8 understanding of what the system was supposed to do?

9 A. The system supposed to do -- with
10 Zero-Click be able to intercept all iOS and Android
11 phone.

12 Q. And so the meeting you had with Mr. Jamil
13 in December of 2022, do you recall who was present at
14 that meeting other than you and Mr. Jamil?

15 A. Can you explain more? I don't know what
16 you mean.

17 Q. Sure. I can rephrase.

18 You mentioned that you met with Mr. Jamil
19 in New York in December 2022 about wanting to get
20 information about the system. Was there anyone else
21 present during that meeting?

22 A. Yes. I was -- someone else from Ben
23 Jamil's office. It was EJ, if I'm not -- I think it was
24 EJ.

25 Q. EJ, Mr. Jamil's son?

1 A. I believe it was EJ. He was -- yes.

2 Q. So it was just you, Mr. Jamil, and then
3 EJ?

4 A. Yes.

5 Q. And do you recall the outcome of that
6 December 2022 meeting with Mr. Jamil and EJ?

7 A. What do you mean about that? I didn't get
8 the question.

9 Q. Sure. I can...

10 At the meeting in December 2022, what
11 transpired? Did you obtain the information? Tell me
12 about the meeting.

13 A. Yeah. They show me some presentation and
14 explain the system to me. And they said they are -- be
15 able to come to Erbil to do the demonstration for the
16 system.

17 Q. And at that time did you discuss with
18 Mr. Jamil the requirements of the demonstration?

19 A. They send me email. And the only
20 requirement was internet. And I prepared the internet
21 for them. It was -- they're asking for about 500 to 1
22 giga. And I have prepared 1 gigabyte internet for them.

23 Q. So you provided 1 gigabyte of download
24 speed?

25 A. Download and -- yeah. Both of them.

1 Download and upload speed was 1 gigabyte in Erbil. They
2 provide that for them.

3 Q. And this demonstration in Erbil, is this
4 the December --

5 A. Yes.

6 Q. -- demonstration?

7 And do you recall who was supposed to be
8 present at the December demonstration in Erbil?

9 A. Yes. It was me and General. One, his
10 name is General. And someone, his name is Sarwan.

11 Q. Could you spell that last name?

12 A. The last name is Aziz, A-Z-I-Z.

13 Q. Thank you.

14 A. And from the Jamil's group it was Shaun.
15 And I don't know -- actually, I don't remember the name
16 of the other one. Stefan. It's Rhaine, I believe.
17 Rhaine, Shaun, and Stefan.

18 Q. So Shaun and Rhaine were with the
19 General's group?

20 A. No. It was with Ben's group.

21 Q. Ben's group. Thank you. Just wanted
22 clarification on that.

23 Sticking with the software and trying to
24 find a system like this, have you interviewed other
25 companies for this type of system?

1 A. What do you mean about interview?

2 Q. So going back to earlier in our
3 conversation, you mentioned how that the manager of the
4 IT department, I believe you said his name was
5 Mr. Barzani, I think is what you said --

6 A. (Moved head up and down.)

7 Q. -- had kind of given you the general
8 specifications of what they were looking for. And so
9 other than HSS, were there any other companies that you
10 contacted or interviewed that had the potential software
11 system that you were looking for?

12 A. Yes.

13 Q. How many other companies?

14 A. I don't remember. I receive several
15 email. And whoever they said they have it, I just
16 contacted.

17 Q. Going back to the -- sorry. Backtracking
18 a little bit.

19 So for the ad that went out in the fall of
20 2022 that prompted you to reach out to Mr. Jamil, do you
21 recall if Mr. Jamil told you via phone or email that
22 that system could do iOS?

23 A. Before that email.

24 Q. So turning back to the December meeting --
25 let's see if I can have -- I'm going to show you a

1 document. It's going to be the Memorandum of
2 Understanding. I believe we have it marked as Exhibit
3 D.

4 MR. RUTHERFORD: So just put -- I think
5 it's D. Bear with me for a second.

6 MR. GREILSHEIMER: If you scroll up a tiny
7 bit just before Exhibit A, you have a document marked
8 MOU.

9 MR. RUTHERFORD: Yeah. That's not the one
10 I want. It's in my binder.

11 Perfect.

12 (Exhibit A was marked and
13 attached to the transcript.)

14 BY MR. RUTHERFORD:

15 Q. So I'm showing you what will be Exhibit A.
16 Can you see this in front of you, sir?

17 MR. GREILSHEIMER: I'm sorry. From the
18 Dropbox which document is this?

19 MR. RUTHERFORD: This is Exhibit E from
20 the Dropbox. I'm going out of order.

21 MR. GREILSHEIMER: There is no such thing
22 as an order. I want to be able to follow it along.
23 It's easier to read it on the second screen where it's
24 bigger.

25 MR. RUTHERFORD: Absolutely.

1 I'm going to ask my colleague,
2 Mr. McCauley, just to scroll through the document so you
3 can see.

4 BY MR. RUTHERFORD:

5 Q. So, sir, do you recognize this document?

6 A. Yes, I recognize it.

7 MR. RUTHERFORD: Do you want to go back to
8 page 3?

9 BY MR. RUTHERFORD:

10 Q. It's Bates labeled Def. JLF 0669. And,
11 sir, is that your signature on this document?

12 A. Yes.

13 MR. RUTHERFORD: We can go back to the top
14 of the page, the first page. Thank you.

15 BY MR. RUTHERFORD:

16 Q. So this is a Memorandum of Understanding.
17 And it appears that you personally entered into this
18 agreement with HSS and Cyber Communications Control
19 Group. And it's dated December 3rd, 2022. So could
20 you -- do you recall entering into this document?

21 A. Yes, I entered into this document.

22 Q. What was the circumstances of entering
23 into this document? Was this -- I'll leave it at that,
24 and I'll follow up.

25 A. Sorry. Can you repeat the question?

1 Q. Sure. It was a bad question.

2 Is this Memorandum of Understanding a
3 product of that meeting that you had with Mr. Jamil and
4 EJ in December of 2022?

5 A. Yes.

6 Q. Did you enter into this at the meeting?

7 A. Yes, I entered into.

8 Q. And if we look at the second paragraph, it
9 says "Presentations and demonstrations of its cyber
10 surveillance system, the Intellus Zero-Click." Is that
11 the system we've been discussing?

12 A. Yes.

13 Q. If we go to the first paragraph, there's
14 discussions about providing a presentation demonstration
15 on December 15th, 2022. Is that the presentation that
16 you were referencing earlier?

17 A. Yes.

18 MR. GREILSHEIMER: You're referring not to
19 the first paragraph but the paragraph numbered 1?

20 MR. RUTHERFORD: Thank you. The paragraph
21 numbered 1.

22 BY MR. RUTHERFORD:

23 Q. And going down to the paragraph numbered
24 2, it mentions the payment of \$60,000 to HSS and Cyber.
25 Could you tell me about that payment? What was --

1 first, did you make that payment?

2 MR. GREILSHEIMER: Object to form.
3 Mischaracterizes the document.

4 MR. RUTHERFORD: I'll rephrase.

5 BY MR. RUTHERFORD:

6 Q. Sir, could you tell me about the provision
7 in the paragraph number 2, particularly about the
8 \$60,000?

9 A. The \$60,000, Ben told me they need that
10 money to bring their technician -- five technician and
11 for bring the system, pickup, and expenses.

12 Q. And so the five technicians --

13 A. That's correct.

14 Q. Do you know who those five technicians
15 were?

16 A. No.

17 Q. Do you know where they were coming from?

18 A. No.

19 Q. Do you know --

20 A. At that time I didn't know.

21 Q. Do you currently know where they were
22 coming from, as you sit here today?

23 A. Yeah. Two of them was coming from South
24 Africa. One of them came from Europe. And then these
25 other two.

1 Q. Apologies. But you said some were coming
2 from South Africa. And what's the other location you
3 said?

4 A. One of them, Stefan -- I believe it was
5 Stefan, if I'm not wrong, is coming from Europe.

6 MR. GREILSHEIMER: Europe.

7 MR. RUTHERFORD: Europe. Thank you.

8 BY MR. RUTHERFORD:

9 Q. And the individuals coming from South
10 Africa, what entity or company were they associated
11 with?

12 A. Admitech.

13 Q. What is Admitech?

14 A. It's a company related to -- one of the
15 partner of Mr. Ben, I believe.

16 Q. So Admitech is a partner with Mr. Jamil?

17 A. As I know, at that time they was working
18 for Mr. Jamil.

19 Q. Prior to your introduction -- sorry. Let
20 me rephrase.

21 Did you have any previous interactions
22 with Admitech --

23 A. No.

24 Q. -- before this interaction?

25 A. No.

1 Q. Had you ever heard of Admitech prior to
2 this transaction?

3 A. No.

4 Q. So is it fair to say Mr. Jamil introduced
5 you to Admitech?

6 A. Yes.

7 Q. All right. So turning to the second page
8 of this document. So we're looking at the paragraph
9 numbered 13. It says "System features to be
10 demonstrated."

11 A. Yes.

12 Q. Are these the features that were going to
13 be demonstrated at the December 15th demonstration that
14 we discussed earlier?

15 A. Yes.

16 Q. Is it fair to say some of these features
17 require the internet?

18 A. Yes.

19 Q. And that's why you were providing the 1
20 gig upload and download speed?

21 A. Yes.

22 Q. At the meeting you had with Mr. Jamil and
23 EJ, did you observe any of the features listed here?

24 A. Yes. They explain it.

25 Q. So they explained the features to you at

1 that meeting?

2 A. Yes. They say they have access to
3 everything. Not one-by-one, but they say they have
4 access to everything.

5 Q. But you did not observe those features in
6 action at that meeting? That's what the demonstration
7 was going to be for?

8 A. Exactly.

9 Q. And if you look at numbered paragraph 14,
10 it says "The reseller will provide a new unpacked
11 Android phone and a new unpacked iOS phone with similar
12 cards with data for each phone."

13 The reseller earlier in the document -- we
14 can look at it if you want -- is defined -- you're
15 defined as reseller, just to clarify.

16 A. Yes.

17 Q. And so did you provide the phones
18 mentioned here in the paragraph numbered 14?

19 MR. GREILSHEIMER: At what time?

20 THE WITNESS: At the meeting, the
21 demonstration.

22 BY MR. RUTHERFORD:

23 Q. Sorry. Let me kind of break it up a bit.

24 At what point did you provide the phones
25 mentioned in paragraph numbered 14?

1 A. In December meeting.

2 Q. The December --

3 A. Demonstration.

4 Q. Demonstration.

5 And that did not occur on December 15th,
6 though, correct?

7 A. Yes.

8 Q. We'll get to that demonstration. Okay.

9 And so at this time when the Memorandum of
10 Intent was signed -- sorry -- Memorandum of
11 Understanding; my apologies -- was signed it was your
12 intention or was it your intention to essentially broker
13 a deal between HSS and the government?

14 MR. GREILSHEIMER: Objection.

15 MR. RUTHERFORD: Let me rephrase.

16 BY MR. RUTHERFORD:

17 Q. Tell me what ASO's role was in this
18 transaction, this Memorandum of Understanding.

19 A. I try to buy the system for the Kurdish
20 government.

21 Q. So is it fair to say you were serving as a
22 middleman between HSS and the government?

23 MR. GREILSHEIMER: Objection.

24 BY MR. RUTHERFORD:

25 Q. You may answer.

1 A. Yes. I try to buy that one for the
2 government.

3 MR. RUTHERFORD: If you can put up Exhibit
4 F.

5 This will be Exhibit B. Jeff, for
6 purposes of the Dropbox it's in there as Exhibit F.

7 (Exhibit B was marked and
8 attached to the transcript.)

9 BY MR. RUTHERFORD:

10 Q. Sir, do you recognize this document?

11 A. Yes, I do.

12 MR. RUTHERFORD: If you want to scroll
13 down slowly to the last page so he can look at it.

14 BY MR. RUTHERFORD:

15 Q. So this is a document bearing Bates stamp
16 Def. JLF 0325 through 0327.

17 And so, sir, going back up to the top of
18 the document, is this meeting agenda, is this related to
19 that demonstration we've been talking about was going to
20 happen in December?

21 A. Yes.

22 MR. GREILSHEIMER: I'm going to note for
23 the record there is a number of emails in the chain
24 that's been marked as Exhibit B that indicate that text
25 is missing from them.

1 BY MR. RUTHERFORD:

2 Q. So tell me about this agenda. Did you
3 come up with this agenda? Tell me your understanding,
4 what you recall about this agenda.

5 A. The requirement was the internet. And we
6 provide the internet. And I don't remember anything
7 else. We saw Stefan, Shaun, and Rhaine. They arrived.

8 Q. So Stefan, Shaun, and Rhaine all arrived
9 in Erbil for the demonstration?

10 A. Yes.

11 Q. And tell me about that demonstration. How
12 did it go?

13 A. The demonstration -- as you see, they
14 should be -- arrive at 10 a.m. We been at the office
15 waiting for them at 10 a.m., and they didn't show up.
16 Call them, and they say that Rhaine is sleeping. And at
17 1 p.m. he wake up at -- from the sleeping. And they
18 show up at the demonstration at 4 p.m.

19 Q. The they in that sentence, is that Shaun,
20 Rhaine, and Stefan?

21 A. Sorry. Can you repeat the question?

22 Q. When you say they showed up for the
23 demonstration at 4 p.m., so I'm just trying to clarify,
24 the they, are you referring to Shaun, Rhaine, and
25 Stefan?

1 A. Yes.

2 Q. And so when they showed up at 4 p.m., how
3 did the demonstration go?

4 A. Nothing. They tried to show the iOS.
5 They tried to manipulate our phone and install his
6 iCloud. And we told him it's a Zero-Click and he's not
7 allowed to install his iCloud. He told me, okay, then
8 iOS will be respond -- will not -- is not ready, and we
9 are working on it, and I will show you the Android.

10 And for Android, the same. My PC is not
11 working. And we stay until 8 p.m. His PC is not
12 working. He said it's better to go back to hotel.

13 We return to the hotel. We stayed there
14 for one more hour. And his PC wasn't be able to work or
15 see anything on his PC. And we just left it -- we just
16 left because he wasn't able to do the demonstration.

17 Q. So the demonstration identified in the
18 Memorandum of Understanding was not successful?

19 A. Yes. Correct.

20 Q. Tell me what happened next. After the
21 issues with the demonstration in December 2022, what
22 happened next?

23 A. They returned.

24 Q. I'm sorry?

25 A. They returned. Stefan and Shaun and

1 Rhaine returned to home after that.

2 Q. And did you reach out to Mr. Jamil
3 regarding the demonstration?

4 A. Yes.

5 Q. And what steps did you take after reaching
6 out to Mr. Jamil to -- sorry. Let me strike that. Let
7 me rephrase.

8 Did you schedule another demonstration?

9 A. Yes, we did.

10 Q. And when was that demonstration scheduled
11 for?

12 A. For March.

13 Q. Was there a particular date in March or
14 was it just sometime in March?

15 A. March 10th.

16 Q. So between the demonstration at the end of
17 December of 2022 and March 10th, what transpired between
18 you and Mr. Jamil? Take me through the process of what
19 happened.

20 A. We have a lot of email and call. And they
21 said they need to bring the whole system there, they
22 need to bring the South African SS7 to be able to do the
23 successful demonstration.

24 Q. And the SS7, is that part of the system?

25 A. Yes. Correct.

1 Q. And were there any issues -- let me
2 rephrase.

3 Did you encounter any issues with
4 logistics prior to the March 10th meeting?

5 MR. GREILSHEIMER: Objection.

6 MR. RUTHERFORD: Let me rephrase.

7 BY MR. RUTHERFORD:

8 Q. What did you need to prepare for the
9 March 10th meeting?

10 A. They only need the hotel and
11 transportation, and of course the internet.

12 Q. And were you in charge of arranging the
13 hotel, transportation, and the internet?

14 A. The government was in charge.

15 Q. And for the March 10th demonstration, who
16 were the anticipated participants? Is it the same:
17 Rhaine, Stefan, and Shaun, or were there other
18 individuals?

19 A. It was Rhaine, Shaun -- and instead of
20 Stefan there should be someone else. I don't remember
21 the name.

22 Q. Was that other individual that replaced
23 Stefan with Admitech, as well?

24 A. Yes.

25 Q. I think this would be a good stopping

1 point before we get into the actual contract, if that
2 works for you?

3 A. Yes.

4 Q. So if we want to take a brief break,
5 reconvene at 10:42, so 10-minute break.

6 MR. GREILSHEIMER: That's fine.

7 (A recess was taken.)

8 BY MR. RUTHERFORD:

9 Q. So, Mr. Sherwani, we were talking about
10 the various demonstrations. And I kind of want to
11 backtrack a little bit and clean up a couple aspects
12 that we were talking about before the break.

13 And so for the person that reached out to
14 you, the manager of the IT department, you mentioned his
15 name was Mr. Barzani, I believe you said. Was that
16 Nechirvan, N-E-C-H-I-R-V-A-N, Barzani?

17 A. I don't know what that mean.

18 Q. Is that -- the person that managed the IT
19 department. Is that the person you referred to as the
20 IT department?

21 A. He's my -- he was my boss also when I was
22 in the IT department also.

23 Q. But is that his full name, the --

24 A. Barzani is the last name.

25 Q. And what's his first name?

1 A. Waysi, W-A-Y-S-I.

2 Q. And do you still -- are you still a member
3 of the government?

4 A. Yes.

5 Q. And what is your current role in the
6 government?

7 A. I just doing some IT work for them. The
8 ASO is not working anymore. After that they are not
9 working with ASO.

10 Q. I'm sorry? They're not working with who?

11 A. After the March demonstration they stop
12 paying the ASO because of what happened with Mr. Ben.

13 Q. Oh. The government is no longer paying
14 ASO. Understood.

15 Okay. So, now, prior to ASO the
16 government was paying you directly?

17 A. Yes.

18 Q. And then you formed ASO and the government
19 paid ASO?

20 A. The government at that time was paying for
21 the ASO because I was self-employed. But starting this
22 year, starting January, now I am working as a -- virtual
23 for them for the IT as the network department. It
24 started from January, this month. That's the first
25 month.

1 Q. Understood.

2 With ASO when you were looking for a
3 system that can provide the certain specifications that
4 the government was looking for and you were brokering
5 these transactions or -- let me take a step back and
6 rephrase. Sorry.

7 Do you hold or possess any licenses or
8 certifications that allow you to broker the sale of this
9 type of equipment?

10 A. I don't know. I don't know if there is
11 anything necessary.

12 Q. Do you know if ASO has any licenses or
13 registrations that allows for the broker or sale of this
14 type of equipment?

15 A. I don't know.

16 Q. And if ASO did possess such certification
17 or license you would be the person that would know,
18 right?

19 A. Yes. Normally if you need any
20 certification or any license the company will tell
21 you -- they ask you, you should have this type of
22 license, then we will be able to sell you the product.
23 When they say we are ready to sell you, that mean you
24 don't need any license. That's how it work.

25 Q. But as a broker, so brokering the sale of

1 this technology, you don't hold any license or
2 registration in terms of being able to broker the sale
3 of this kind of technology?

4 MR. GREILSHEIMER: Objection to form.

5 MR. RUTHERFORD: I'll rephrase.

6 BY MR. RUTHERFORD:

7 Q. Is it fair to say that you do not hold a
8 license or a registration that allows you to broker the
9 sale of this type of computer system, software system?

10 MR. GREILSHEIMER: Same objection.

11 BY MR. RUTHERFORD:

12 Q. Sir, is it fair to say that you do not
13 hold the license or registration to broker the sale of
14 the technology that's at issue in this case?

15 MR. GREILSHEIMER: Objection to form.

16 BY MR. RUTHERFORD:

17 Q. You may answer.

18 A. I think whatever is necessary I have for
19 selling this product.

20 Q. And what is that?

21 A. Whatever is necessary. If there is any
22 issue, I should know, but there is no issue with the
23 selling and doing this business.

24 MR. RUTHERFORD: If we could turn to --
25 it's going to be -- I think we have it in the Dropbox

1 marked as A.1. It's going to be Exhibit C.

2 (Exhibit C was marked and
3 attached to the transcript.)

4 BY MR. RUTHERFORD:

5 Q. Sir, do you recognize this document? And
6 I'll have my colleague scroll through for you. You
7 recognize this document?

8 A. Yes, I do.

9 Q. Just so the record is clear, this document
10 is marked Def. JLF 1198 through 1201.

11 MR. RUTHERFORD: So if we can go back to
12 the top of the document.

13 BY MR. RUTHERFORD:

14 Q. Sir, what is this document?

15 A. It's the agreement between ASO and HSS to
16 sell the system to the Kurdish government.

17 Q. And this agreement, if you look at the
18 first line, is dated February 20th; is that correct?

19 A. Yes.

20 MR. GREILSHEIMER: 2023.

21 MR. RUTHERFORD: Yes. February 20th,
22 2023. Thank you.

23 BY MR. RUTHERFORD:

24 Q. So prior to the break I was asking you
25 what transpired between the first demonstration at the

1 end of December 2021 and the March 10th, 2023 date.

2 So tell me about the transactions leading
3 up to entering into this agreement. How did ASO come to
4 enter into this agreement?

5 MR. GREILSHEIMER: I'm sorry. What's the
6 question? There were two or three of them in there.

7 MR. RUTHERFORD: Let me rephrase.

8 BY MR. RUTHERFORD:

9 Q. How did ASO come to enter into this
10 agreement dated February 20th, 2023?

11 A. After the demonstration we have some call
12 and the email with Ben, and we get the decision that
13 they said they'd be able to do demonstration but they
14 need to bring the whole system. So we agree that they
15 bring the system to the second demonstration.

16 Q. So this -- so ASO entered into this
17 contract after the first demonstration failed?

18 A. Yes.

19 Q. And so is it fair to say that after the
20 first demonstration ASO was still interested in
21 purchasing the product, the system, despite the fact
22 that the first demonstration was not a success?

23 A. Yes.

24 Q. And if we look at the paragraph numbered
25 2.0, it's HSS live in-country demonstration, and it

1 discusses a \$300,000 deposit. Could you tell me about
2 that?

3 A. They said they need \$300,000 deposit to
4 rent the South African HSS and bring the whole system
5 for the demonstration.

6 Q. And at the time of entering into this
7 agreement was it understood that the demonstration was
8 going to take place on March 10th or was it -- what was
9 your understanding as of the date of this contract of
10 the demonstration and when it was going to happen?

11 A. It was certainly going to take on
12 March 10th.

13 Q. And was that March 10th date a hard date?

14 A. They should be arrived on March -- I
15 believe -- I'm not sure because it's a long time ago,
16 but I think it was March 8th they should arrive. They
17 need two or three days to stay. And then -- as I
18 remember the email, it said before March 17 they should
19 be -- leave the country.

20 Q. Now, this contract does not state that the
21 demonstration is going to occur on March 10th, 2023,
22 does it? And I can have my colleague scroll through if
23 you'd like. But March 10th, 2023 does not appear in
24 this contract; is that fair?

25 A. Yes.

1 Q. So is it fair to say, then, that the
2 March 10th date was a step to fulfill the obligation
3 under this contract to provide a demonstration?

4 MR. GREILSHEIMER: Objection to form.
5 Calls for a legal conclusion.

6 BY MR. RUTHERFORD:

7 Q. And is it fair to say that this contract
8 does not specify when the demonstration needed to occur
9 by?

10 A. I don't understand the question.

11 Q. Sure.

12 Are you aware of a provision in this
13 contract that requires the live demonstration to occur
14 by a certain date?

15 A. We have an email that's when they would
16 arrive and they -- exactly when will be the
17 demonstration.

18 Q. But besides those emails, no such date
19 appears in the contract?

20 A. No.

21 Q. If we look at paragraph 3.0, purchase
22 price, do you see in line two of the paragraph it says
23 "Of which 360,000 United States Dollars has already been
24 paid"?

25 Tell me about the \$360,000.

1 A. The \$60,000 was the previous one for the
2 first demonstration. And 300 was the -- for the second
3 demonstration.

4 Q. And so did you actually transfer the
5 \$60,000 to HSS?

6 A. It was 5,000 in cash and another 50,000
7 and 5,000 transferred wire.

8 Q. So 55,000 by wire and 5,000 by cash?

9 A. Yes.

10 Q. Did you end up transferring the \$300,000
11 that's in paragraph 2.0 of this contract?

12 A. Yes. We transferred \$300,000.

13 Q. So in total you transferred, in some form
14 or fashion, \$360,000 to HSS?

15 A. Yes.

16 Q. Did you transfer anything beyond the
17 \$360,000 or is that to the extent the total that you
18 transferred?

19 A. No.

20 Q. And earlier, at the very beginning of the
21 deposition, when I was asking you about negotiating
22 contracts you said you've only negotiated one contract
23 and it was the one at issue in this case. Is this the
24 contract -- the one we're looking at now, is this the
25 contract you were referring to earlier?

1 A. Yes.

2 Q. The funds that you transferred to HSS,
3 were those transferred to HSS from an ASO bank account?

4 A. 55,000, yes.

5 Q. And what about the 300,000? Did that come
6 from an ASO bank account?

7 A. No. They come from the government.

8 Q. And looking at paragraph 6.0, unsuccessful
9 demonstration, it says "If HSS is not able to
10 successfully demonstrate the features in the proposal
11 then HSS shall refund the \$360,000 has previously paid
12 within 14 days of the unsuccessful demonstration."

13 A. So what was the question?

14 Q. I'm getting there.

15 So the question is what was your
16 understanding of unsuccessful -- sorry. Let me
17 rephrase.

18 What was your understanding of an
19 unsuccessful demonstration?

20 A. Unsuccessful demonstration, if they didn't
21 show up on the demonstration as we agreed, or the email
22 that I sent to Ben, or if they cancel the demonstration
23 or the contract, or if they come, show up, and wasn't be
24 able to do the agreement that we have on the feature,
25 that they should be show up for the demonstration.

1 Q. So is it fair to say that you were not
2 expecting a repeat of the first demonstration?

3 A. Exactly.

4 MR. GREILSHEIMER: Objection to form.

5 BY MR. RUTHERFORD:

6 Q. The return of the \$360,000, is it your
7 understanding that if the demonstration was unsuccessful
8 that \$360,000 was to be returned to ASO?

9 A. Yes.

10 Q. Even though \$300,000 of that came from the
11 government?

12 A. Then I can transfer them back from my
13 account.

14 Q. And were there any additional
15 demonstrations that were envisioned at this point? Were
16 you expecting an additional demonstration after the one
17 envisioned in this contract or is this the last and
18 final demonstration?

19 MR. GREILSHEIMER: Objection to form.
20 Compound question.

21 MR. RUTHERFORD: I'll rephrase.

22 BY MR. RUTHERFORD:

23 Q. The demonstration that is mentioned in
24 paragraph 2.0 of this contract, were you anticipating
25 any further demonstrations after the one in

1 paragraph 2.0 of this contract?

2 A. Can you repeat the question? I didn't
3 understand it.

4 Q. Sure.

5 So there was the first demonstration in
6 December of 2022. And then there is discussions of a
7 second demonstration in March of 2023. Were you
8 expecting additional demonstrations after the March of
9 2022 demonstration?

10 A. No.

11 MR. GREILSHEIMER: Objection to form.
12 Mischaracterizes the record. I think you used 2022.

13 MR. RUTHERFORD: Thank you. I was
14 thinking about that. I was thinking, huh?

15 BY MR. RUTHERFORD:

16 Q. So the March 2023 demonstration, you
17 expected that to be the final demonstration?

18 A. Yes.

19 Q. Turning to page 3 of the document, it's
20 labeled Def. JLF 1200, so for the notices provision
21 HSS -- all notices to be sent to HSS in White Plains.
22 And then reseller, I believe -- ASO is defined as
23 purchaser in this agreement. Do you have an
24 understanding of resellers that -- do you know if that's
25 referring to ASO?

1 A. Yes.

2 Q. So any notices to be sent to ASO should be
3 sent to the government?

4 A. I don't understand your question.

5 Q. I'm just trying to understand that ASO is
6 the one that entered into this contract, why the notices
7 under this contract, why notices would be sent to the
8 Kurdish government and not ASO, to you.

9 MR. GREILSHEIMER: Objection to form.

10 MR. RUTHERFORD: I'll rephrase.

11 BY MR. RUTHERFORD:

12 Q. Do you see under this paragraph 17.0,
13 notices -- we go down to reseller. It has Kurdistan
14 Region Government, Iraq, Kurdistan Region Government,
15 Erbil, 44001. It goes on to list a telephone ending in
16 1225, and then an email which is afan@k-rsc.org. Is
17 that your email?

18 A. Yes.

19 Q. And is the k-rsc.org, is that a Kurdistan
20 government email address?

21 A. No. It's my email address.

22 Q. So that email address was not provided to
23 you by the Kurdish government?

24 A. No.

25 Q. And the telephone that's listed there, is

1 that your telephone number?

2 A. Yes.

3 Q. And this contract was entered into in
4 February of 2023. So you were residing in the United
5 States at this time, correct?

6 A. Yes.

7 Q. And ASO is an LLC established in Virginia,
8 correct?

9 A. Yes.

10 Q. And it was a -- it was established in
11 Virginia as of -- sorry. Let me rephrase.

12 At the time this contract was entered
13 into, in February of 2023, ASO was still registered in
14 Virginia, correct?

15 A. Yes.

16 Q. Why, then, are notices for ASO supposed to
17 be sent to the Kurdistan government?

18 MR. GREILSHEIMER: Objection to form.
19 Mischaracterizes the agreement.

20 MR. RUTHERFORD: Let me rephrase.

21 BY MR. RUTHERFORD:

22 Q. Why are notices to reseller supposed to be
23 sent to the Kurdistan government?

24 MR. GREILSHEIMER: Objection to form.
25 Mischaracterizes the agreement.

1 MR. RUTHERFORD: I'll rephrase.

2 BY MR. RUTHERFORD:

3 Q. Why does notices to reseller include
4 information regarding the Kurdistan government?

5 A. Because the system was for the Kurdish
6 government.

7 Q. So the Kurdistan government wouldn't need
8 to be notified about things pertaining to this contract?

9 MR. GREILSHEIMER: Objection to form.
10 Mischaracterizes the agreement.

11 BY MR. RUTHERFORD:

12 Q. You may answer.

13 THE WITNESS: Sorry, Jeff. Do I need to
14 answer this type of question?

15 MR. GREILSHEIMER: You can answer when I
16 have an objection. Yeah. I'm happy to explain the
17 objection, but I can't do that unless Tyler gives me
18 permission.

19 THE WITNESS: I didn't know.

20 Can you repeat the question, please?

21 BY MR. RUTHERFORD:

22 Q. I can repeat the question. You know what?
23 I'll rephrase.

24 The system was being purchased for the
25 Kurdistan government, right?

1 A. That's correct.

2 Q. Did you have to keep the Kurdistan
3 government updated on the negotiations of this contract?

4 A. Yes.

5 Q. Who did you inform in the Kurdistan
6 government about the negotiations of this contract?

7 A. Mr. Barzani or General.

8 Q. And Mr. Barzani -- I just want to make
9 sure I understand correctly -- is that the -- sorry if I
10 mispronounce it. Waysi Barzani, is that the individual
11 we mentioned earlier?

12 A. Yes.

13 Q. Okay. And then the General, I don't think
14 we've mentioned his name yet. Is that General Khasro
15 Wasman?

16 A. That's correct.

17 Q. I'll spell that for the court reporter.
18 It's K-H-A-S-R-O?

19 A. I believe so.

20 Q. And then Wasman, W-A-S-M-A-N?

21 A. That's correct.

22 Q. Is it fair to say, then, you were keeping
23 Mr. Barzani and the General informed about the
24 transaction with HSS?

25 A. That's correct.

1 Q. And when -- let me rephrase.

2 Did you contact Mr. Barzani or the General
3 to request the Kurdistan government wire the \$300,000 to
4 HSS?

5 A. Mr. Barzani.

6 Q. So Mr. Barzani is the one that worked out
7 the logistics of that wire?

8 A. No. He's head of the security council
9 also -- not security council. Head of the -- I don't
10 know exactly what will be the same thing here, but he
11 has the power that he can agree to transfer the money.

12 Q. So Mr. Barzani then -- is it fair to say
13 that Mr. Barzani is much more than just a manager in the
14 IT department then?

15 A. He has a --

16 MR. GREILSHEIMER: Objection to form.

17 BY MR. RUTHERFORD:

18 Q. What other roles does Mr. Barzani have in
19 the Kurdistan government?

20 A. I don't know.

21 Q. But he has authority to send \$300,000 --

22 A. Yes.

23 Q. I'm going to look -- before we move off
24 from the contract, did Mr. Barzani or the General
25 provide any input on the contract before you signed it?

1 A. No.

2 MR. RUTHERFORD: So if we can turn now
3 to -- it will be Exhibit B in the Dropbox.

4 Jeff, it's B in the Dropbox. As far as
5 the deposition, it's going to be Exhibit D.

6 (Exhibit D was marked and
7 attached to the transcript.)

8 BY MR. RUTHERFORD:

9 Q. Particularly looking at the big email in
10 the middle of the page, do you recognize that, sir?

11 A. Yes, I do.

12 Q. For the record -- we'll scroll down --
13 this document is Def. JLF 0349.

14 So looking at the email, it appears you
15 sent this email on February 20th, 2023. It appears it
16 goes on and lists various terms of the agreement. Are
17 these the terms that are memorialized in the contract
18 that we just looked at?

19 A. Yes.

20 Q. And if we look at the last paragraph, it
21 says "Regarding the demonstration, we kindly ask that
22 you should send us your requirement and we will make
23 sure and get everything approved by your team before
24 starting it in Kurdistan to make sure there is no
25 exception or excuse on our side if the demo is not

1 successful."

2 Did you or your side set up everything
3 that needed to be done for the demonstration that's
4 referenced in this paragraph?

5 A. Yes.

6 Q. So after the agreement was signed
7 February 20th, 2023, what transpired between
8 February 20th, 2023 and March 10th, 2023? Walk me
9 through what happened.

10 A. Transferred the funds to them. And I
11 traveled to Erbil, waited for them, Ben's team, to come,
12 and they didn't show up.

13 Q. And expand on that a little bit. Do you
14 know why they did not show?

15 A. Yes. The night we was waiting at the
16 airport they didn't show up, and they wasn't in the
17 airport -- the airplane, so we called Ben. He told me
18 he will be calling me back in a few -- in an hour, I
19 believe. I'm not sure. I called the other guys. I
20 don't know what was his name. He also said he will call
21 me back.

22 And after a few hours we have a Zoom
23 meeting with Ben and the other guys of Ben's team. And
24 Ben told me they wasn't going to be able to do the
25 project, the system, and they wanted to cancel the whole

1 system. And he asked me to do something to keep their
2 relation with the government and help them. And on that
3 time I asked Ben for my money back. He told me, don't
4 do that to me. I don't have it. I will be return it to
5 you with interest.

6 Q. So let's break that up some.

7 So during this Zoom meeting -- this Zoom
8 meeting, do you recall -- was that night that they were
9 supposed to get in. So was that March 8th?

10 A. I don't remember. I think it was 9th or
11 10th. It should be 10, I believe.

12 Q. March 10th.

13 And during that Zoom meeting you said that
14 Ben wanted to cancel the whole thing? Is that what you
15 said?

16 A. Correct. Because he said, we don't know
17 when or even if we can do the system.

18 Q. And so by whole thing, are you referring
19 to the demonstration or the contract?

20 A. The contract.

21 Q. So it's your understanding that Ben wanted
22 to cancel the whole contract, not just the
23 demonstration?

24 A. Yes. That is what he told me.

25 Q. On that Zoom call?

1 A. That's correct.

2 Q. You said there were others on that Zoom
3 call. Do you recall, besides you and Ben, who was on
4 that Zoom call?

5 A. Someone from Ben's team. I don't remember
6 the name, but I believe it was Eric.

7 Q. Eric?

8 A. If I'm not wrong.

9 Q. Do you recall why March 10th, 2023 was the
10 date for the demonstration? Was it time-sensitive?
11 What was -- what went into picking March 10th, 2023?

12 A. Just the date they picked.

13 Q. And they -- who are you referring to as
14 they?

15 A. HSS or maybe Admitech. I don't remember.
16 But that was accurate.

17 Q. After this Zoom call with Ben, yourself,
18 and possibly Eric, what did you do?

19 A. I spoke with the government and tried to
20 find a way for the Ben. So I convinced them to buy
21 another device from the Ben, make sure they cover our
22 money so I can get my money back.

23 Q. So at that time you were trying to assist
24 Ben to sell a new device? Did you try to reschedule the
25 demonstration?

1 A. No. There is no reschedule because the
2 Ben say they will not be able to do demonstration.

3 Q. So it's your understanding that on
4 March 10th, 2023, on that video call, the Zoom call, Ben
5 essentially was cancelling the contract and saying it
6 was -- he wasn't even sure if it was possible for him
7 ever to do this?

8 A. Yes.

9 Q. Did you take any notes on that Zoom call?

10 A. Unfortunately, no.

11 Q. Did you record the Zoom call?

12 A. Unfortunately, no.

13 Q. And was the demonstration -- back up.

14 So Ben's team was supposed to arrive in
15 Erbil on March 10th, 2023, but the demonstration was not
16 supposed to occur until a couple -- several days later,
17 correct? The demonstration wasn't going to happen on
18 March 10th, 2023?

19 A. No. They should be arriving on March 10th
20 preparing for the demonstration.

21 Q. Did you have any contact with Admitech
22 after that March 10th, 2023 Zoom call?

23 A. Yes, I do.

24 Q. What prompted you to reach out to
25 Admitech?

1 A. To see why they cancelled the
2 demonstration, and ask them to sell the device to the
3 Ben so Ben can -- mainly because they were having
4 problem with him and Ben complying.

5 Q. But it's your testimony that you asked
6 Admitech to sell Ben the technology so that Ben could
7 sell the technology to ASO?

8 A. No.

9 Q. I'm sorry. Did you say no?

10 A. Yes. I say no.

11 Q. What part of that was incorrect?

12 A. I asked the Ben to buy me the device from
13 them. The device name is Gatekeeper. And the Ben says
14 not available. I speak with them, and they say
15 available. And I asked them, please work with the Ben
16 so I can get my money back.

17 Q. All right. So you reached out -- just
18 trying to make sure I understand all this. So you
19 reached out to Admitech after the Zoom call to inquire
20 what were the technical difficulties and why the
21 demonstration could not move forward, and then to also
22 encourage Admitech to sell Ben the Gatekeeper device?

23 A. To work with them, yeah, to sell. Yeah.
24 Because they wasn't work with each other. And in this
25 case my money was the one he's going to -- the Ben tried

1 to buy it, but they said they were not selling to Ben.

2 Q. Did you ask Admitech or inquire of
3 Admitech about acquiring the system directly from them?

4 A. Which system?

5 MR. GREILSHEIMER: Tyler, when you're
6 referring to system, could you just clarify? Because I
7 think there's been discussion of two of them in the last
8 three or four questions.

9 MR. RUTHERFORD: Absolutely. I'll
10 clarify.

11 BY MR. RUTHERFORD:

12 Q. So did you inquire about purchasing the
13 Intellus Zero-Click system directly from Admitech?

14 A. No.

15 Q. So if I can show you what's Exhibit --

16 MR. RUTHERFORD: I think we have them in
17 there as L. So this should be Exhibit E. We're in
18 Exhibit E. But in the Dropbox, Jeff, it's L.

19 (Exhibit E was marked and
20 attached to the transcript.)

21 BY MR. RUTHERFORD:

22 Q. Do you recognize this document, sir? And
23 I'll have my colleague scroll so that way you can see
24 it.

25 MR. GREILSHEIMER: Do you have a copy of

1 this with the rest of the email chain?

2 MR. RUTHERFORD: Not in my deposition
3 prep, but it's something we can easily get it out after
4 a break.

5 BY MR. RUTHERFORD:

6 Q. But for purposes of this question, if we
7 look at -- let's take a step back.

8 So this is an email to you. And it
9 appears to have -- if you scroll down, it's signed Shaun
10 and Rhaine, Admitech. And we look at the second
11 paragraph on the screen right now, it starts with "We
12 need to sort..."

13 "We need to sort out these urgent vital
14 requirements in order to be ready on time to do the demo
15 on the planned date you mentioned 17th March from what I
16 recall? Correct?"

17 Do you recall what demo they're referring
18 to?

19 A. No.

20 Q. Could this be the demo for the Intellus
21 Zero-Click system that HSS was coordinating?

22 A. I don't know.

23 Q. The date of this email is March 11th,
24 2023. That's the day after the March 10th, 2023 Zoom
25 call with Ben and possibly Eric, correct?

1 A. Yes.

2 Q. If you see at the bottom of the screen, it
3 says "Ben really messed this up with all he did."

4 Did you recall what that's referring to?

5 A. What do you mean about the call -- the
6 question?

7 Q. Do you recall if that's referring to the
8 March 2023 demonstration?

9 A. Maybe.

10 Q. Well, isn't it fair to say that this email
11 not even 24 hours after the Zoom call with Ben and
12 Admitech is -- the individuals at Admitech with them
13 saying "Ben really messed this up with all he did",
14 isn't it fair to assume that's about the March 2023
15 demonstration?

16 A. Yes.

17 Q. And Rhaine and Shaun were two of the
18 individuals from Admitech that were supposed to attend
19 that March 2023 demonstration, correct?

20 A. Yes.

21 Q. And did you have any other demonstrations
22 planned with them during March of 2023?

23 A. No.

24 Q. So is it fair to assume, then, that
25 where -- it says "We need to sort out these urgent vital

1 requirements in order to be ready on time to do the demo
2 on the planned date you mentioned 17th March from what I
3 recall? Correct?" Isn't it fair to assume that demo
4 referred to in that sentence is referring to the
5 March 2023 demonstration?

6 MR. GREILSHEIMER: Objection to form. It
7 requires the witness to guess.

8 BY MR. RUTHERFORD:

9 Q. If you did not have any other
10 demonstrations planned with Rhaine and Shaun in March of
11 2023, what other demonstration could this be referring
12 to?

13 A. I don't know.

14 Q. You had no prior relationship with
15 Admitech, correct?

16 A. Correct.

17 Q. And so is it fair to say, then, that
18 without Ben introducing you to Admitech you would have
19 had no interactions with them?

20 A. Yes.

21 MR. RUTHERFORD: If you want to scroll
22 down slightly, please, to -- there.

23 BY MR. RUTHERFORD:

24 Q. If you look at the last paragraph of this
25 email, it says "Also, last thing, what are the chances

1 of us possibly moving the demo for the 19th or 20th?
2 Can we try for that?"

3 A. What was the question?

4 Q. So the question is -- the question is the
5 demonstration -- the March 10th, 2023 demonstration was
6 not a hard date? It was flexible, right?

7 A. Yes.

8 Q. I think now would be a good time for --

9 A. Let me explain that one. When you say
10 flexible, it's not that flexible because we have
11 discussed with Ben, when they give us the date, that's
12 the date because when we bring back the General and
13 other technician, he should be back from the trip or
14 with the job that they have. So we have a concrete
15 date. When they told us that's the date for
16 demonstration, it should be that one. And I also have
17 it even conversation with Ben that told them they would
18 come back from the trip, it's the only date that can be
19 here. So when you give us the date for demonstration,
20 that's the date.

21 Before that, yes, it was -- if we didn't
22 say that's the date for demonstration, it was flexible.
23 But when we say that's the date for demonstration,
24 that's it.

25 Q. Well, clearly Shaun and Rhaine are asking

1 if the demonstration can be moved, right?

2 A. We never have a demonstration with Shaun
3 and Rhaine.

4 Q. But in this email they're asking whether
5 or not a demo can be moved?

6 A. That's their email.

7 Q. And is it your testimony that Shaun and
8 Rhaine never came to Erbil for a demonstration?

9 A. Shaun and Rhaine never --

10 MR. GREILSHEIMER: Objection. Whoa.
11 Whoa. Whoa. Slow down.

12 Objection to form. That mischaracterizes
13 testimony from earlier today.

14 MR. RUTHERFORD: Apologies.

15 BY MR. RUTHERFORD:

16 Q. Is it your testimony -- putting aside the
17 December 2022 demonstration, is it your testimony that
18 Shaun and Rhaine did not return to Erbil for a
19 demonstration at any point?

20 A. We don't have any active commitment with
21 them at all, never.

22 Q. So the only time Shaun and Rhaine traveled
23 to Erbil for a demonstration was December of 2022?

24 A. The only time where they come to Erbil for
25 the demonstration of the Zero-Click was December 2022.

1 Q. I think now would be a good time for
2 another brief 10-minute break, if that works for
3 everyone.

4 A. Yes.

5 MR. GREILSHEIMER: So come back at about
6 11:55 or so?

7 MR. RUTHERFORD: Yeah. 11:55. That's
8 fine. Yeah.

9 (A recess was taken.)

10 BY MR. RUTHERFORD:

11 Q. So, sir, we've been talking -- right
12 before the break we were talking about March 10th and
13 March 11th, 2023 about Admitech and HSS and the
14 March 2023 demonstration, just to kind of refresh your
15 recollection on what we were discussing.

16 And so you mentioned that Ben cancelled
17 the contract because of technical issues. Did Ben tell
18 you what those technical issues were?

19 A. No.

20 Q. And the email that we were looking at from
21 Shaun and Rhaine talking about the requirements for a
22 demo planned on March -- 17th of March 2023, are you
23 aware of any technical difficulties for that
24 demonstration?

25 A. No.

1 Q. And is it fair to say, then, that if Shaun
2 and Rhaine, who were supposed to bring the system --
3 just for clarification because I know there's --
4 supposed to bring the Intellus Zero-Click system to
5 Erbil for the demonstration in March of 2023 -- sorry.
6 Let me rephrase.

7 So Shaun and Rhaine were supposed to
8 attend the March 2023 demonstration under the contract
9 with HSS, right?

10 A. That's correct.

11 Q. And Shaun and Rhaine were the ones
12 bringing the Intellus Zero-Click system to the
13 demonstration?

14 A. It was through the Ben, yes.

15 Q. And so if -- if your testimony is that
16 there were no technical difficulties that you're aware
17 of for the March 17th demonstration with Shaun and
18 Rhaine here that's mentioned in this email, then is it
19 fair to say there shouldn't have been any technical
20 difficulties with the March 10th, 2023 demonstration?

21 MR. GREILSHEIMER: Objection to form.

22 MR. RUTHERFORD: I'll rephrase.

23 BY MR. RUTHERFORD:

24 Q. Is it fair to say that if there are
25 technical difficulties for the March 10th, 2023

1 demonstration that HSS was coordinating, Shaun and
2 Rhaine would have known about it considering they're the
3 ones that were bringing the Intellus Zero-Click system
4 for the demonstration?

5 MR. GREILSHEIMER: Objection to form.
6 Assumes facts not in the record.

7 MR. RUTHERFORD: I think he's testified
8 that Shaun and Rhaine were the ones bringing the system
9 to Erbil for the March 2023 demonstration.

10 THE WITNESS: They were sent there, HSS,
11 the Ben -- through Ben, not Shaun.

12 BY MR. RUTHERFORD:

13 Q. I'm sorry?

14 A. It was HSS the one who bring the system.
15 Shaun and Ben was bringing the system through HSS, not
16 individually.

17 Q. Understood as far as who they were
18 bringing it technically through.

19 But they personally were physically
20 bringing the system, the Intellus Zero-Click system,
21 whether or not -- on behalf of HSS, but they were the
22 ones bringing the system to Erbil for the March 2023
23 demonstration?

24 A. Technically HSS who the one bringing the
25 system.

1 Q. I think we're getting into semantics here.
2 I understand that HSS is the one
3 coordinating the March 2023 demonstration and putting
4 the demonstration on.

5 A. Uh-huh.

6 Q. But the system, the Intellus Zero-Click
7 system, was being brought on behalf of HSS to Erbil in
8 March of 2023 by Shaun and Rhaine?

9 A. You should be asked this question from
10 Mr. Ben, not me, because, you know, the system is coming
11 through the HSS. Even if they're not Shaun and Rhaine,
12 they send someone else. I didn't care. I just needed
13 the system. It doesn't matter for me who bring the
14 system.

15 Q. And is it fair to say that in the
16 March 2023 email Shaun and Rhaine are offering to bring
17 the system?

18 A. I don't know.

19 Q. And did you ever negotiate an agreement
20 with Admitech concerning a Zero-Click system after
21 March 10th, 2023?

22 A. No.

23 MR. RUTHERFORD: So let's go to Exhibit --
24 it's going to be Exhibit M in the Dropbox, but for the
25 deposition it's going to be Exhibit F.

1 (Exhibit F was marked and
2 attached to the transcript.)

3 BY MR. RUTHERFORD:

4 Q. I'll have my colleague scroll through the
5 document just so you can see it, and then I'll ask you
6 some questions.

7 Sir, do you recognize this document?

8 A. Yes.

9 Q. How do you recognize it?

10 A. Mr. Jeffrey send it to me.

11 Q. Okay.

12 MR. GREILSHEIMER: So, Tyler, we're going
13 to sort of stop there. And we're going to have to go
14 very carefully to deal with the privilege issue that's
15 going to come up.

16 MR. RUTHERFORD: Absolutely. I have no
17 desire to step on the privilege issue.

18 BY MR. RUTHERFORD:

19 Q. So to be clear, sir, at no point am I
20 asking you to disclose conversations between you and
21 your attorney. That's privileged, and I don't want to
22 know it, and so don't say anything.

23 Other than receiving this document from
24 your counsel, have you -- let me rephrase that.

25 Had you seen this document prior to your

1 counsel sending it to you?

2 A. No.

3 MR. RUTHERFORD: You can go back to the
4 top of the document.

5 Scroll to the -- there you go.

6 BY MR. RUTHERFORD:

7 Q. Were you aware, prior to receiving this
8 document from your counsel, that the Kurdistan
9 government was looking at doing an agreement with
10 Admitech?

11 A. No.

12 MR. GREILSHEIMER: Objection to the form.
13 Contains assumptions not in the record.

14 MR. RUTHERFORD: I'll rephrase.

15 BY MR. RUTHERFORD:

16 Q. Prior to receiving this document from
17 counsel, were you aware of any discussions between the
18 Kurdistan government and Admitech about a potential
19 agreement?

20 MR. GREILSHEIMER: Objection to form.
21 Contains assumptions of fact that are not in the record.

22 MR. RUTHERFORD: I think -- I'm just
23 asking him a simple question, whether or not he knew.
24 It's not assuming it's true or not. It's whether or
25 not, his knowledge, prior to receiving this document if

1 he was aware of discussions.

2 MR. GREILSHEIMER: You're making an
3 assumption there are discussions. There is no evidence
4 in the record that there were.

5 MR. RUTHERFORD: Well, I'm asking him if
6 he knows if there were any.

7 MR. GREILSHEIMER: That's a different
8 question.

9 MR. RUTHERFORD: I'll rephrase.

10 BY MR. RUTHERFORD:

11 Q. Sir, prior to receiving this document from
12 counsel, do you know if the Kurdistan government was in
13 talks with Admitech concerning an agreement?

14 A. No.

15 Q. Sir, prior to receiving this document from
16 counsel, do you know if there were any discussions
17 between the Kurdistan government and Admitech regarding
18 a Zero-Click Solution, which is in bold on this page?

19 A. No.

20 Q. And I believe you testified earlier that
21 you understood Admitech to be HSS's partner; is that
22 correct?

23 A. Ben told me they fired him and they are
24 not working for them anymore after March 11th.

25 Q. After March 11th, 2023?

1 A. That's correct.

2 MR. RUTHERFORD: We can go to Exhibit P.
3 This is going to be Exhibit -- so it's P in the Dropbox,
4 Jeff, but it's going to be Exhibit G for the deposition.

5 (Exhibit G was marked and
6 attached to the transcript.)

7 BY MR. RUTHERFORD:

8 Q. So, sir, do you recognize this document?

9 A. Yes.

10 Q. And this is an email from -- again, it
11 appears to be signed Shaun and Rhaine. And it says "Hi,
12 Afan."

13 So do you recall receiving this email?

14 A. I never opened that email. I just receive
15 it from my counsel.

16 Q. So, again, I do not want to know
17 anything --

18 A. Yeah. Okay.

19 Q. No. That's fine. What you said is fine.

20 A. I always worried --

21 MR. GREILSHEIMER: There is a challenge
22 here, right? Because emails get delivered to an inbox
23 in real life, and then lawyers share documents with
24 their clients during the course of a litigation. It's
25 probably pretty safe to assume that I shared documents

1 with my client over the course of litigation.

2 MR. RUTHERFORD: Absolutely.

3 THE WITNESS: It was a long time.

4 MR. GREILSHEIMER: I'm not telling you
5 what they were.

6 BY MR. RUTHERFORD:

7 Q. Without disclosing any privileged
8 communication prior to obviously your counsel giving you
9 this document, do you recall receiving this document?

10 A. It was sent to my inbox, yes.

11 Q. Do you recall looking at it at the time it
12 was delivered? And it appears the date on this is
13 March 10th, 2023.

14 A. No.

15 Q. So is it your testimony that you did not
16 open this email when you -- when it was received in your
17 inbox?

18 A. Yes.

19 Q. March 10th, 2023, that's the same date
20 that the HSS demonstration was cancelled, correct?

21 A. Yes.

22 Q. And if you look, it says "Hi, Afan. Refer
23 contract attached."

24 Do you recall or do you know what -- if
25 you scroll down -- so it says one attachment. And you

1 can kind of see a picture of the attachment. Is that
2 the contract that we just looked at, the agreement --
3 the proposed agreement that we just looked at, do you
4 know?

5 MR. GREILSHEIMER: Objection to form.
6 This is your production. You should know what's
7 attached to the documents that you're showing.

8 MR. RUTHERFORD: Well, I know it is. I'm
9 trying to get it for the record regarding the -- from
10 the witness. But I'll move on to a different question.

11 BY MR. RUTHERFORD:

12 Q. So, sir, Shaun and Rhaine appear to be
13 sending you a contract on March 10th, 2023, the same day
14 that the demonstration is cancelled by HSS. Do you
15 recall discussing this contract with Shaun and Rhaine?

16 A. No.

17 Q. You don't recall ever discussing a
18 contract with Shaun and Rhaine other than potentially
19 the HSS contract?

20 A. The only contract that we have is HSS
21 contract.

22 Q. And so you did not negotiate a contract
23 with Shaun or Rhaine personally for Admitech?

24 A. No.

25 Q. So if you look, it says, the last

1 paragraph, "Remember to also include the details of the
2 devices/cell phones that will be used at the demo so we
3 can clear them with our SS7 guys here in ample time to
4 avoid any problems they might give us as we get closer
5 to the date of the demo."

6 Sir, do you know what demo they're
7 referring to?

8 A. No.

9 Q. Would it be fair to assume that it's the
10 March 2023 demo that was supposed to happen with HSS?

11 MR. GREILSHEIMER: Objection to form.
12 Calls for speculation.

13 BY MR. RUTHERFORD:

14 Q. You may answer.

15 A. I don't know.

16 Q. So moving on to -- what I want to show you
17 is Q. It's going to be Exhibit Q in the Dropbox, but
18 it's going to be Exhibit H for the deposition.

19 (Exhibit H was marked and
20 attached to the transcript.)

21 BY MR. RUTHERFORD:

22 Q. Sir, do you recognize -- so this appears
23 to be a transcript of messages. Do you recognize this,
24 sir?

25 A. Yes.

1 MR. GREILSHEIMER: Can we just clarify
2 it's an excerpt? It looks like there was a page before
3 this and probably a page after this.

4 MR. RUTHERFORD: Yes. So for the record,
5 there will be a couple of excerpts that I'll show later
6 on, but for ease we've broken them up into different
7 exhibits. So for this particular one, this is an
8 excerpt of a larger document. This was Bates labeled
9 ASO-SHERWANI 000565.

10 BY MR. RUTHERFORD:

11 Q. So if you look at -- it's going to be
12 March 23rd at 12:12:01:00 p.m.

13 MR. RUTHERFORD: If you can highlight it
14 for him.

15 BY MR. RUTHERFORD:

16 Q. Do you see the line that --

17 A. Yeah, I see it.

18 Q. Okay. And so it says Afan and Omar. Is
19 that you, sir?

20 A. Yes, that's me.

21 Q. And you say "I don't have any business
22 with Rhaine."

23 And were you referring to Admitech in that
24 sentence?

25 A. Yes.

1 Q. But we've seen earlier in this deposition
2 emails with individuals from Admitech that appears to be
3 discussing business. So is it true that you didn't have
4 any business with Admitech?

5 MR. GREILSHEIMER: Objection to form.

6 BY MR. RUTHERFORD:

7 Q. When you wrote this on March 23rd, 2023,
8 were you telling the truth that I don't have any
9 business with Rhaine?

10 A. Yes, I do.

11 Q. Yes, you were telling the truth or yes,
12 you do have business?

13 A. Yes, I am telling the truth.

14 Q. Despite the fact that we've seen emails
15 where you were conducting business with individuals at
16 Admitech?

17 MR. GREILSHEIMER: Objection to form.
18 Mischaracterizes the documents.

19 BY MR. RUTHERFORD:

20 Q. You may answer.

21 A. Can you repeat the question? I didn't get
22 the question.

23 Q. Let me, I guess, take a step back.

24 So Shaun and Rhaine both work at Admitech,
25 correct?

1 A. Correct.

2 Q. And you didn't have any interaction with
3 Shaun and Rhaine outside of them working at Admitech,
4 right?

5 MR. GREILSHEIMER: Objection to form.

6 MR. RUTHERFORD: I'll rephrase.

7 BY MR. RUTHERFORD:

8 Q. Did you have any interaction with Rhaine
9 and Shaun outside of their connection with Admitech?

10 A. I don't understand the question.

11 Q. Did you have any communication with Rhaine
12 and Shaun that was not related to Admitech?

13 MR. GREILSHEIMER: Objection to form.

14 BY MR. RUTHERFORD:

15 Q. Your communication with Rhaine and Shaun
16 was -- let me rephrase.

17 Sir, you did have a personal relationship
18 with Rhaine and Shaun, right?

19 A. No.

20 Q. Were all of your communications with Shaun
21 and Rhaine related to business?

22 A. Yes.

23 Q. If you look down to -- it's going to be
24 March 23rd, 2023, 12:15:54. And it appears to be a
25 message from Ben Jamil, HSS. He says "We have our team

1 who are waiting to fly to Erbil."

2 So, sir, did Mr. Jamil try to reschedule
3 the demonstration?

4 A. With new condition.

5 Q. And what's that new condition?

6 A. Several.

7 Q. What are the several new conditions?

8 A. First one, he's asking to give them the
9 access to government, HSS -- SS7. Sorry. That was
10 impossible.

11 Q. So -- I'm sorry. The first one was wanted
12 access to?

13 A. He said if we be able to give them access
14 to Kurdish government SS7 so they may have a solution.
15 That was his condition, access into SS7.

16 Q. And what were the other -- you mentioned
17 there were several new conditions. So that's one. What
18 are the others?

19 A. The second time, he come up with a new
20 idea. And we said, okay, if you can do that we are
21 agreed. He say, it's free. And when we say we are
22 agreed, he said, okay, you should be pay 100,000 euro.
23 And then he bring it down to 60,000 euro. That's the
24 second condition.

25 Q. Were there any other conditions other than

1 those two?

2 A. The other condition, I believe it was
3 2024, he's asking that we put 11 million in escrow.

4 Q. Put 11 million in escrow?

5 A. Yes. That was other condition.

6 MR. GREILSHEIMER: I think that that may
7 have come up during the mediation.

8 MR. RUTHERFORD: So I'm not asking --

9 MR. GREILSHEIMER: So I don't think that's
10 really a subject that we should be taking -- discussing
11 at the deposition. So we can forget that situation for
12 this scenario.

13 MR. RUTHERFORD: Don't even know what
14 you're talking about.

15 MR. GREILSHEIMER: Well, it was two sets
16 of lawyers before you joined the case.

17 MR. RUTHERFORD: For clarification, I was
18 making a joke saying I didn't -- it's already forgotten.
19 That's what I meant.

20 BY MR. RUTHERFORD:

21 Q. But as far as the new conditions, sticking
22 with March 2023, were there any other new conditions
23 other than access to the Kurdish SS7 and the 100,000
24 euro which then was brought down to 60,000 euro? Were
25 there any other conditions?

1 A. That's what I remember.

2 Q. So is it fair to say that Ben was trying
3 to fulfill his obligations under the contract?

4 A. No.

5 MR. GREILSHEIMER: Object to form.

6 BY MR. RUTHERFORD:

7 Q. You may answer.

8 A. No, he's not, because Ben tried to come
9 with new condition to make it impossible for us.

10 Q. If you look down -- it's going to be
11 March 23rd, 2023 at 12:54:49. It says, from Ben Jamil
12 HSS, "You cannot prevent us from fulfilling that
13 contract without your incurring damages which you and
14 your government clients." That's the end of that
15 particular message.

16 So were you preventing Mr. Jamil and HSS
17 from fulfilling their obligations under the contract?

18 MR. GREILSHEIMER: Objection to form.

19 MR. RUTHERFORD: I'll rephrase.

20 BY MR. RUTHERFORD:

21 Q. Did you take steps to prevent HSS's
22 ability to perform the March 2023 demonstration?

23 MR. GREILSHEIMER: Objection to form.

24 BY MR. RUTHERFORD:

25 Q. You may answer.

1 A. No, we did not.

2 MR. RUTHERFORD: If we can go to
3 Exhibit -- Jeff, it's R in the Dropbox, but this will be
4 Exhibit I for the deposition.

5 (Exhibit I was marked and
6 attached to the transcript.)

7 BY MR. RUTHERFORD:

8 Q. Do you recognize this document, sir?

9 A. Yes, I do.

10 Q. All right. It's -- for the record, it's
11 Bates labeled Def. JLF 1179. And it's dated March 10th,
12 2023.

13 Do you see, sir, you write to Ben and you
14 say, "Ben, per our Zoom meeting, we conclude that will
15 cancel our agreement because of a technical problem on
16 your end, and your team can't make it and there is
17 nothing wrong on my end; Can you please confirm it"?

18 So the Zoom meeting mentioned in this
19 email, is that the one that we've been discussing up
20 until now?

21 A. Yes.

22 Q. Is it fair to say, then, that the Zoom
23 meeting occurred on March 10th, 2023 and not March 11th,
24 2023?

25 A. March 10th, yes.

1 Q. What was your understanding -- so you
2 write "And your team can't make it." Did you have an
3 understanding of who the team was that couldn't make it?

4 A. That would have been Jamil's team, whoever
5 is it.

6 Q. Well, do you have an understanding of who
7 was on that team that couldn't make it?

8 A. It can be on that time that Shaun or
9 Rhaine or they can send other engineer. He told me he
10 had another engineer, it's not the only engineer that he
11 have.

12 Q. So did you have an understanding that the
13 engineer would be coming from Admitech?

14 A. The one he told me on that time, yes, he
15 should be coming from.

16 Q. And so, then, was it your understanding
17 that when you wrote "And your team can't make it" that
18 it was Shaun that could not make it to Erbil?

19 A. Wherever is -- he can substitute them with
20 any other engineer if he has the system. It doesn't
21 matter from where you coming. I need the system. That
22 was my concern.

23 Q. And you understood that HSS was working
24 with Admitech, and Admitech was the entity providing the
25 engineers, right?

1 A. The question is not clear. Sorry.
2 Because Ben has a lot of engineer, as he said. Admitech
3 is not the only -- is not only the two engineer he has.
4 If the system with Admitech is not working, he can send
5 me another engineer. They only need three to carry on
6 the system, not the engineer.

7 Q. So your understanding is that Ben had
8 engineers outside of Admitech that could have operated
9 Admitech's system?

10 A. I don't know he can operate the system or
11 not, but he said he has an engineer outside of Admitech
12 also, yes.

13 Q. You say "We conclude that will cancel our
14 agreement."

15 I think earlier you testified that Ben
16 cancelled the contract. But did Ben cancel the contract
17 or did you cancel the contract?

18 A. Ben cancelled the contract.

19 Q. And I think at one point -- I think at one
20 point during our discussion we referenced -- it came up
21 about HSS not paying their supplier. Do you recall
22 that?

23 A. I don't remember. Can you show me a
24 document?

25 Q. Sure. Let me see if I can find that

1 document.

2 MR. RUTHERFORD: Can you put back on the
3 screen the text chain we were just looking at? So it
4 should be Q.

5 BY MR. RUTHERFORD:

6 Q. We were looking at this a moment ago. We
7 marked it Exhibit H for the deposition.

8 But if you look down at March 23rd, 2023
9 at 12:53:24, do you see that, sir?

10 A. Yes, I see.

11 Q. And you say "And you cancelled, and it's
12 cancelled because you didn't pay to your supplier."

13 Did you mean pay your supplier?

14 A. Yes.

15 Q. So do you recall who told you that HSS
16 could not pay their supplier?

17 A. The email that we get back from the
18 Admitech, and Ben was included.

19 Q. And so Admitech told you that HSS was
20 unable to pay their invoice?

21 A. That's what they write on their email.

22 Q. Let's go to Exhibit S.

23 MR. RUTHERFORD: It's Exhibit S in the
24 Dropbox, but it's going to be Exhibit J for the
25 deposition.

1 (Exhibit J was marked and
2 attached to the transcript.)

3 BY MR. RUTHERFORD:

4 Q. Sir, do you recognize this?

5 A. Yes.

6 Q. For the record, this is another excerpt.

7 And this one is -- go to the bottom -- has a Bates label
8 ASO-SHERWANI 000556.

9 So, sir, if you look at May 10th -- sorry.
10 May 9th at 6:37:27.

11 MR. GREILSHEIMER: I don't see a May. I
12 see March.

13 MR. RUTHERFORD: Sorry.

14 BY MR. RUTHERFORD:

15 Q. March 9, 2023 at 6:37:27 p.m., do you see
16 that?

17 A. Yes. Correct.

18 Q. And you say "Good evening, Ben. I arrived
19 Erbil. Looking forward to seeing the team tomorrow and
20 Saturday."

21 And it appears Ben responds to you
22 March 10th, 2023, 12:23:30 a.m., and states -- and Ben
23 says "We'll update you tomorrow. We have a delay with
24 our suppliers."

25 The delay with the suppliers, is this the

1 technical difficulties we've been referring to?

2 A. I don't know.

3 Q. And March 11, 2023, 10:00. And then -- so
4 it's 10:00:02 a.m. Ben says "Do we still have an
5 opportunity to close the sale?"

6 What is your understanding of close the
7 sale?

8 A. I don't remember that one. I don't have
9 any idea.

10 Q. So going to March 11, 2023, 10:03:07 a.m.
11 You write "Okay. Will talk to and update you. I tried
12 my best to come up with some excuse done to make your
13 company's reputation bad here, and he was really upset.
14 I have an idea to at least do something to keep our
15 connection. Will talk later."

16 Sir, were you trying to make HSS's
17 reputation bad?

18 A. Not bad. Good. Help them.

19 Q. And so you were -- how were you trying to
20 help HSS at this time?

21 A. When they cancel the presentation, they
22 ask me to help them to keep their reputation with the
23 government. And I tried to bring some excuse for them
24 and come up with the idea that they can sell the device,
25 its name Gatekeeper, instead of our money.

1 Q. Did you make any efforts to see if the
2 March 2023 demonstration could be rescheduled?

3 MR. RUTHERFORD: Is if we go to Exhibit T
4 in the Dropbox, but Exhibit K in the deposition.

5 (Exhibit K was marked and
6 attached to the transcript.)

7 BY MR. RUTHERFORD:

8 Q. So, sir, do you recognize this?

9 A. Yes.

10 Q. For the record, this is another excerpt,
11 and it's Bates labeled ASO-SHERWANI 000557 through 559.

12 So on March 12th -- scroll down.

13 And so, sir, it appears to be a message
14 from you. And you're saying "Thanks, Ben. For the
15 Zero-Click we are done and they will go by themselves."

16 And then you go on and talk about "I
17 already told them about the Gatekeeper and they love it,
18 for now, they don't interested in the advance active
19 cell."

20 But focusing on the Zero-Click, so the
21 Zero-Click, we are done, you said that on March 12th,
22 2023. But didn't we look at an email earlier today
23 dated March 11th, 2023 from Shaun and Rhaine talking
24 about a demo?

25 A. Okay. What's the question?

1 Q. Well, the question is on March 10th, 2023
2 were you really done with the Zero-Click?

3 A. March 12th here, the one you show me.

4 Q. Did I say May again? I apologize.

5 MR. GREILSHEIMER: You said March 10th.

6 BY MR. RUTHERFORD:

7 Q. Sorry. March 12th, 2023.

8 So as of March 12th, 2023 were you really
9 done with the Zero-Click?

10 A. They say they don't have the system. And
11 I told them they are not be able to do that. And that's
12 done.

13 Q. And you go on to say "And they will go by
14 themselves."

15 What did you mean by that?

16 A. Just a word. Doesn't have any meaning.

17 Q. Well --

18 A. At that time they were being angry of me,
19 sad of me. It wasn't some easy bring back those
20 engineers, prefer everything, and they didn't show up.
21 It's not something easy. They say, oh, do you want to
22 break up? It's been really -- make my reputation bad.
23 It's very hard for me also.

24 Q. Just so the record is clear, they and
25 themselves in that sentence is referring to the

1 government?

2 A. Yes.

3 Q. And so you did not mean that they would
4 find an alternative to the Zero-Click?

5 A. I can't control the government.

6 MR. GREILSHEIMER: That makes two of us.

7 MR. RUTHERFORD: It makes all of us.

8 BY MR. RUTHERFORD:

9 Q. So turning to the next page, please,
10 that's going to be March 12th, 2023 at 4:27:45. And it
11 appears to be a message from Ben. He's telling you
12 "Send someone to South Africa." And you respond "For
13 what?" And Ben says "Test the system you gave a deposit
14 for."

15 And it goes on. You say "It was our to
16 deal, and not an option. Now we are talking about the
17 Gatekeeper. I already told them it's cancelled and we
18 are now talking about the Gatekeeper or my money
19 return."

20 So is it fair to say that Mr. Jamil is
21 trying to come up with a solution to be able to provide
22 a demonstration?

23 A. No.

24 MR. GREILSHEIMER: Objection to form.

25 BY MR. RUTHERFORD:

1 Q. Why is that not fair?

2 A. Doing a demonstration in South Africa is
3 completely different environment of the Iraqi
4 environment, Kurdish environment. It's not the same
5 result and not part of the contract. We don't have any
6 contract that we should go to South Africa for the
7 demonstration.

8 Q. So essentially your view, then, was as of
9 March 10th and the inability to provide the
10 demonstration, that was it, that ended the relationship?

11 A. Yes.

12 Sorry. What relationship?

13 Q. The contract.

14 A. They cancel the contract, yes.

15 Q. Then going to Exhibit U --

16 MR. RUTHERFORD: It's Exhibit U in the
17 Dropbox. It's going to be Exhibit L for the deposition.

18 (Exhibit L was marked and
19 attached to the transcript.)

20 BY MR. RUTHERFORD:

21 Q. Sir, looking at the bottom email, do you
22 recognize that?

23 A. Yes.

24 Q. For the record, it's a one-page document,
25 ASO-SHERWANI Bates label 000240.

1 And it appears -- I just want to clear
2 something up. So you write "The demonstration was
3 scheduled for March 16th through 17th and your team
4 should arrive on March 10th."

5 So the demonstration, the HSS
6 demonstration, was supposed to occur on March 16th and
7 17th?

8 A. Correct.

9 Q. I think we've been referring collectively
10 throughout the deposition as the March 10th
11 demonstration. But we've been talking about the
12 demonstration that was supposed to occur on March 16th
13 and 17th, right?

14 A. (Moved head up and down.)

15 Q. I'm sorry. A verbal. Was that a yes?

16 A. Yes.

17 Q. It's 1:00. Do we want to take a 30-minute
18 lunch break? And then when we come back I don't think I
19 have much left, and we should be able to wrap up fairly
20 quickly after that. But if we want to do a 30-minute
21 lunch break and kind of recollect and go from there?

22 MR. GREILSHEIMER: Look, it's your
23 deposition so it's your decision to make. My view is if
24 you've got about a half hour or so left to go I'd rather
25 have you do it now and finish up. But, you know, if the

1 witness is hungry or tired from questioning, then we
2 should take a break and let him eat some lunch. And,
3 you know, setting that aside, the court reporter has a
4 say in this, as well, because we can't do any of this if
5 she's not okay.

6 MR. RUTHERFORD: Absolutely.

7 BY MR. RUTHERFORD:

8 Q. So, sir, would you prefer to go straight
9 through?

10 A. Yeah. For me it's okay.

11 (A discussion took place off the record.)

12 (A recess was taken.)

13 BY MR. RUTHERFORD:

14 Q. So, sir, I'm going to show you now --

15 MR. RUTHERFORD: So it's going to be
16 Exhibit W in the Dropbox, but this will be Exhibit M.
17 So for the deposition it will be Exhibit M.

18 (Exhibit M was marked and
19 attached to the transcript.)

20 BY MR. RUTHERFORD:

21 Q. So, sir, do you recognize this document?

22 A. Yes.

23 Q. For the record, it's Bates labeled Def.
24 JLF 1184. And it goes to 1185.

25 So, sir, this email is dated March 10,

1 2023. And you're responding to Ben.

2 If you scroll down, it appears Ben wrote
3 to you on March 10th, 2023 at 9:26 p.m., and he says
4 "Afan, this will serve to confirm our conversation
5 during which we advised you we would need to cancel the
6 upcoming demonstration of our system because we have
7 encountered a technical issue."

8 So, sir, isn't it true that Mr. Jamil only
9 cancelled the demonstration and not the contract?

10 A. No.

11 Q. So the word contract does not appear in
12 his response, though. He's only saying "to cancel the
13 upcoming demonstration."

14 So is it your point that at a different
15 point they cancelled the contract?

16 A. At the Zoom meeting he cancelled the
17 contract, yes.

18 Q. I think we already established you don't
19 have any recordings or notes from that, correct?

20 A. No.

21 Q. And sticking along the lines of documents,
22 was your communication with Mr. Barzani strictly over
23 the phone or did you communicate with him via email?

24 A. Mostly in personal.

25 Q. In person?

1 So you don't have any emails with
2 Mr. Barzani about --

3 A. They don't use the email.

4 Q. They being the Kurdish government?

5 A. Yes.

6 Q. And during this period of time during the
7 transaction with HSS, were you a part of the government
8 at that time?

9 A. Yes. I was working for the government.

10 Q. In what role?

11 A. Technical consultation.

12 Q. You had mentioned previously that there
13 were other, I believe you called them, suppliers related
14 to the system that the Kurdish government was looking
15 for. Do you recall that discussion that we had earlier
16 in the day?

17 And those other suppliers, did you
18 communicate with them via phone or over email?

19 A. Mostly I called them most of the time.

20 Q. And so you don't have any emails with
21 those suppliers?

22 A. I don't think so.

23 Q. Have you ever registered in the United
24 States as a foreign agent?

25 A. No.

1 Q. So is it -- I think we've discussed this
2 quite a bit at this point. But just so the record is
3 clear, is it fair to say that after the Zoom call on
4 March 10th, 2023 where you -- it's your position that
5 Ben cancelled the contract, as well as the
6 demonstration, that at that point there was nothing Ben
7 could do to revive or stay in compliance with the
8 contract?

9 A. The question is not clear.

10 Q. Is it your viewpoint that after that
11 March 10th, 2023 Zoom call with Ben that there was
12 nothing -- nothing could be done at that point to move
13 forward with the contract?

14 A. Yes, they cancelled the contract because
15 there was -- they say they will not be able to do that.

16 Q. And it's your position here today that you
17 did not have any discussions with Admitech prior to the
18 March 10th, 2023 Zoom call regarding negotiating a
19 different contract directly with Admitech?

20 A. No.

21 Q. And just to be clear and make sure the
22 record is clear, as well, the \$300,000 was paid by the
23 Kurdish government, and ASO paid the other 60,000,
24 correct?

25 A. Yes.

1 Q. I do not have any further questions for
2 this witness.

3 MR. GREILSHEIMER: And I don't intend to
4 ask any of the witness at this time. Anything we need
5 to do, we think we can probably supply by affidavit.

6 MR. RUTHERFORD: Madam Court Reporter, any
7 logistical questions?

8 THE REPORTER: Yes. In the way of
9 transcripts, what would you like to order?

10 MR. RUTHERFORD: So I think we've already
11 requested the rough. And then we'll do a standard after
12 that.

13 THE REPORTER: Counsel for plaintiff?

14 MR. GREILSHEIMER: I assume that Tyler is
15 going to provide us with a transcript for review and
16 correction and signature?

17 MR. RUTHERFORD: Correct.

18 THE REPORTER: So you are not ordering a
19 transcript, sir?

20 MR. GREILSHEIMER: That's correct. I
21 think he has to send us one so that we can sign it and
22 send it back.

23 (A discussion took place off the record.)

24 THE REPORTER: So basically you're getting
25 an original and one?

1 So you want an original and one?

2 MR. GREILSHEIMER: It's his expense to
3 provide us with the copy to review, not ours to buy it.

4 MR. RUTHERFORD: On the same page.

5 MR. GREILSHEIMER: And tomorrow, when
6 we're in the opposite situation, we buy them.

7 MR. RUTHERFORD: It will be your turn.

8 THE REPORTER: So an original and one,
9 Mr. Rutherford?

10 MR. RUTHERFORD: Yes, please.

11

12 (Signature having not been waived, the
13 videoconference deposition of AFAN SHERWANI was
14 concluded at 1:20 p.m. EST.)

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CERTIFICATE OF WITNESS

Assignment #J12344022

ASO, LLC and Afan Sherwani
vs.
HSS Development Group, Ltd., et al.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury that I have read the entire transcript of my deposition taken in the captioned matter or the same has been read to me, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the DEPOSITION ERRATA SHEET hereof, with the understanding that I offer these changes as if still under oath.

Signed on the day of ,
2025.

AFAN SHERWANI

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AFAN SHERWANI

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C E R T I F I C A T E

COMMONWEALTH OF VIRGINIA,
CITY OF NORFOLK, to wit:

I, Penny C. Wile, RPR, RMR, CRR, E-Notary
Public in and for the Commonwealth of Virginia at Large,
do hereby certify that the foregoing deposition was duly
taken and sworn to before me at the time and place in
the caption mentioned, and that the deposition is a true
record of the testimony given by the witness.

I further certify that I am neither
attorney or counsel for, nor related to or employed by
any of the parties to the action in which this
deposition is taken, nor am I a relative or employee of
any attorney or counsel employed by the parties hereto,
nor am I financially interested in the action.

Given under my hand this 2nd day of
February, 2025.



Notary Public, #212528

My Commission expires: January 31, 2029

EXHIBIT C

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “Agreement”) is made this 3rd day of December 2022, by and between HSS Development Group a division of Cyber Communications Control Group Inc., (hereinafter “HSS”), a corporation organized and operating under the laws of the State of Delaware with registered address at 75 South Broadway, White Plains, NY 10601, and Afan Omar, an individual (hereinafter the “RESELLER”), (Collectively the “Parties”).

WHEREAS, RESELLER has requested HSS to visit Kurdistan to conduct presentations and demonstrations of its cyber surveillance system the Intellus ZERO-CLICK (the “SYSTEM” to members of RESELLER’s Government Client.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

1. **HSS Responsibilities.** HSS agrees to visit Kurdistan with five of its specialists on or ab out December 15, 2022 to conduct presentations and demonstrations of the SYSTEM to members of RESELLER’s Government Client.
2. **RESELLER’s Payment to Help Defray HSS’s Expenses.** RESELLER accepts that HSS shall incur substantial expenses in discharging its responsibilities under this Agreement and agrees to make a good faith payment to HSS in the amount of sixty thousand United States Dollars (\$60,000.00) payable upon the execution of this agreement. This good faith payment can be used as a deposit against the purchase of the SYSTEM by RESELLER.
3. **Amendments.** This Agreement may not be amended except by a writing duly signed by both Parties referring specifically to this Agreement.
4. **Binding Effect.** This Agreement shall inure to the benefit of the Parties and their successors or assigns, if any.
5. **Severability.** If any provision or any portion of any provision of this Agreement shall be held to be void or unenforceable in part, the remaining provisions or portions of provisions shall continue in full force and effect.
6. **Assignment.** This Agreement may be assigned by either party, whether by agreement, operation of law or otherwise, with the prior written consent of the other party.
7. **Counterparts.** This Agreement may be signed in counterparts, and each shall be considered an original if signed by the Parties.
8. **Governing Law.** This Agreement shall be construed in accordance with the laws of New York and the Courts of New York shall have jurisdiction in any dispute that may arise under this Agreement.
9. **Integration.** This Agreement shall constitute the entire agreement between the parties in respect to the subject matter herein and supersedes all prior oral or written agreements.
10. **Due Diligence.** RESELLER acknowledges that it is not relying on any statements or representations made by HSS or HSS’s representatives concerning the marketability of HSS’s products and that it has conducted its own independent investigation and due diligence and has determined on its own to enter into this agreement.
11. **Contract Construction - Legal Counsel.** Neither Party shall be deemed the craftsman of this

Agreement for purposes of contract construction. Further each Party has had an opportunity to consult with counsel of its choosing prior to signing this Agreement.

12. Notices. All notices, payments or demands required under this Agreement shall be addressed as follows:

HSS at: 75 South Broadway, White Plains, NY 10601 Telephone:
+1.917.701.5265, Email: 37@secintel.com

RESELLER at: #27-01 Peninsula Plaza, Singapore 1790
Telephone: + 571 358 1225, Email: afan@k-rsc.org

13. SYSTEM Features to be Demonstrated - During the live demonstration HSS will show how the system does the following:

Access to App audio & video calls made by the target (Skype, WhatsApp, Facetime, etc)

Access to Cellular Voice Calls

Access to Messenger App history (WhatsApp, Telegram, Facebook, etc..)

Access Targets private Email without detection

Access Phone Configuration and Identifiers; IMSI, IMEI, Mac Address, IP and more

Access and download audio/video files stored on the phone

Access browser cookies and private internet accounts (Gmail, Facebook, SIGNAL, On-Line Crypto Exchanges, On-Line Banking, On-Line Wallets and more)

Access to GEO-LOCATION

Access to Private Social Media Accounts

Access to Inbound / outbound Call Logs

Access Target's Private Online Accounts on his Phone

Learn what Applications are installed on the Target's phone

See what Running Services are on the Target's Phone (WiFi, Bluetooth, Location, etc)

See / Access files in device memory/removable storage on the phone (images, videos, etc)

View contacts on phone (address book)

View or edit calendar events on the phone

Get the Global IP Address

Learn the Target's Battery Life

Learn the Target's Operator Name

Get the Device Model, Manufacturer

14. Phones to be Tested During Demonstration. The RESELLER will provide a new unpacked Android phone and a new unpacked iOS phone with sim cards with data for each phone.

15. Messenger Services to Be Monitored During the Demonstration. The RESELLER will install messenger services into the phones and HSS will demonstrate how the SYSTEM monitors those messenger services during the demonstration.

16. Demonstration Environment. The demonstration will take place in an environment that is FREE of any jamming signals, Wi-Fi signal blockers or other RF interference.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

HSS:
Cyber Communications Control Group Inc.

RESELLER:
Afan Omar

By: _____
Name: Ben Jamil
Title: CEO

By: Afan Omar 

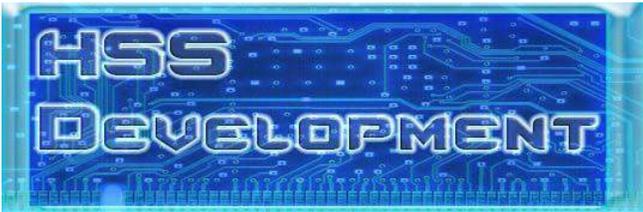
ASO LLC
41819 JUNIPER HILL CT
ALDIE, VA 20105-3204
AFAN OMAR

Invoice

Date	Number	Valid For	F.O.B.	Terms
Dec 2, 2022	120222A8	30 Days	N/A	Wire Transfer
Qty	Item Description	Unit Price (USD)	Extended Price (USD)	
1	Good faith deposit to help defray HSS's expenses incurred during its Visit. This good faith payment can be used as a deposit against the purchase of the SYSTEM by RESELLER.	60,000.00	60,000.00	
Total				60,000.00

Wire Transfer Details:

Name of Bank - TD Bank
285 Mamaroneck Avenue, White Plains, NY 10605
ABA# 031101266 (for wires from domestic (U.S.) banks)
Swift Code - NRTHUS33XXX (For wires from international banks)
For the account of: Cyber Communications Control Group Inc.
Account number: **4413685417**



This Agreement (“Agreement”) made on February 20, 2023 by and between HSS Development Group a division of Cyber Communications Control Group Inc. (“HSS”) and ASO LLC, a Limited liability company (“PURCHASER”) collectively (the “Parties”) concerning the matters hereinafter set forth. Any prior understanding or agreement is invalid unless the terms are contained specifically in this agreement.

WITNESSETH

WHEREAS HSS has sent RESELLER a proposal dated February 17, 2023 that includes the features of a SYSTEM for government use,

WHEREAS PURCHASER would like to purchase the SYSTEM subject to seeing a successful demonstration of the SYSTEM in their country.

NOW THEREFORE in consideration of the various covenants, premises, and conditions set forth below the parties agree as follows:

1.0 DEPOSIT.

PURCHASER shall pay a deposit to HSS of three hundred Thousand United States Dollars (\$300,000) upon the execution of this agreement.

2.0 HSS Live In-Country Demonstration

Upon receipt of the \$300,000 deposit HSS shall visit Kurdistan and conduct live demonstrations of the SYSTEM’s features included in the PROPOSAL dated February 17, 2023. If HSS is successful in demonstrating these features PURCHASER will enter into a letter of credit to purchase the SYSTEM.

3.0 Purchase Price

The Purchase price of the system is eleven million one hundred thirty-five thousand United States Dollars (\$11,135,000.00) of which three hundred sixty thousand United States dollars (\$360,000.00) has already been paid. The Letter of Credit will be 10,775,000. Service for each of the first three years which includes updates and upgrades is 10% of the purchase price or (\$1,113,500.00. The price of the SYSTEM for each subsequent year after the first 3 years will be 10% of the purchase price or \$1,113,500.00.

4.0 Payment Terms of the Letter of Credit.

PURCHASER shall provide for an acceptable drawdown in the Letter of Credit with the remaining balance to be paid prior to delivery.

5.0 Payback of Deposit to ASO LLC.

Upon receipt of the 50% paydown of \$5,387,500 HSS shall refund the \$300,000 ASO paid.

6.0 Unsuccessful Demonstration

If HSS is not able to successfully demonstrate the features in the PROPOSAL then HSS shall refund the \$360,000 has previously paid within 14 days of the unsuccessful demonstration.

7.0 Delivery of the System.

The System shall be installed at the PURCHASER’S location within 90 days of the acceptable drawdown of the letter of credit.

8.0 Assignment.

No right or obligation under this Agreement shall be assigned by a Party without the other’s prior written consent. Any attempted assignment shall be void and of no effect.

9.0 Entire agreement.

This Agreement, along with the attached Exhibits and any written modifications signed by both Parties, shall constitute the entire agreement between the Parties with respect to the System defined herein and shall supersede any prior or contemporaneous understandings, agreements, representations, conditions, warranties, oral or written, expressed or implied, and all other communications, between the Parties. This Agreement may be executed via facsimile or other electronic copy signature.

10.0 Modification

This Agreement may not be amended except by a writing signed by an authorized representative of HSS and PURCHASER.

11.0 Warranty.

HSS warrants that the software delivered to the customer for the Cyber Surveillance System, will conform to the design, performance and manufacturing specifications of this agreement and will operate free from all defects, which may cause the delivered system to fail to conform to the specified functional and/or performance requirements. The warranty period lasts 12 months starting from the date of the delivery.

Warranties and customer's remedies hereunder are solely for the benefit of the RESELLER'S customer and shall not extend to any other entity whatsoever. The reseller's customer shall be solely responsible for the selection, use, efficiency, and suitability of the equipment. This warranty shall not apply if the system or any part thereof has been damaged by improper operation, maintenance, misuse, accident, neglect, fault or negligence or has been subject to the opening of any sealed components without HSS's prior written approval.

The warranties provided herein constitute HSS's sole and exclusive liability for defective or non-conforming product, software and services and shall constitute the customers sole and exclusive remedy for defective or non-conforming product, software, and services. Unless specified in this order, all express or implied conditions, representations, and warranties, including any implied warranty or condition of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement, are disclaimed, except to the extent that such disclaimers are held to be legally invalid and are in lieu of all obligations or liabilities on the part of supplier for damages.

12.0 Proprietary Information

Nothing in this Sales Contract shall be deemed to grant to the customer any rights in patents, copyrights, proprietary information and trade secrets or any title or property interest in or to the software, including third party licensed software, or any of the intellectual property embodied in such software. The customer shall retain and shall not remove or destroy any copyright, trademark, logos or other intellectual property rights legends or notices placed or contained in the licensed software.

13.0 Tax

The prices in this Sales Contract do not include any customs, duties, value added tax or any other assessments which may be levied by the relevant authorities. Any such amounts, whether withheld at source or otherwise, will be paid by the PURCHASER.

14.0 Counterparts.

This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A validly executed counterpart that is delivered by one party to the other via electronic transmission shall be valid and binding to the same extent as one delivered physically, provided that the valid signature is clearly visible.

15.0 Binding Upon Successors.

All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their

Affiliates as defined herein, their successors, and their assigns. PURCHASER may not assign or otherwise transfer by operation of law, change of control or otherwise, any of its rights under this Agreement without HSS's prior written consent.

16.0 Governing Law.

This Agreement shall be construed in accordance with the laws of New York and the Courts of New York shall have jurisdiction in any dispute that may arise under this Agreement.

17.0 Notices.

All notices under this Agreement shall be addressed as follows:

HSS at: 75 South Broadway, White Plains, NY 10601
Telephone: +1.917.701.5265, Fax: +1.914-368-9729, Email: 37@secintel.com

RESELLER at: Kurdistan Region Government Iraq, Kurdistan Region Govt, Erbil 44001
Telephone: +1.571.358.1225, Email: afan@k-rsc.org

18.0 FORCE MAJEURE

15.1 In case that the uncontrollable events occur despite the mutual efforts of Buyer and Seller, Buyer and Seller shall recognize those events as force majeure. In case such events occur, Seller shall notify Buyer with enclosed evidence documents within 7 (seven) working days from the date of such occurrence and the both parties shall do their best to eliminate such obstacles.

15.2 Should any force majeure circumstances arise, each of the contracting Parties shall be excused for non-fulfillment or for delayed fulfillment of any of its contractual obligations, if the affected Party informs the other Party in writing within 7 (seven) days of its occurrence.

15.3 Force majeure shall mean quarantine restrictions and closed state borders, caused by COVID-19 pandemic and beyond the control of either Party, fires, floods, natural calamities or other acts such as war, turmoil, strikes (as not limited to be establishment of the Seller), sabotage, explosions.

15.4 It is understood and agreed between the Parties hereto that rights and obligations of the Parties shall be deemed to be in suspension during the continuance of the aforesaid force majeure event and the said rights and obligations shall automatically revive upon the cessation of the intervening force majeure event. The period within which the rights and obligations of the Parties shall be in suspension due to force majeure event shall not be considered as delay with respect to the period of delivery and/or acceptance of delivery or otherwise determined to either Party under the Contract.

15.5 Notwithstanding the provisions of the immediately foregoing clauses it is further understood and agreed between the Parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 3 (three) months, either Party hereto reserves the right to terminate this Contract upon giving prior written notice of 30 (thirty) days to the other Party of the intention to terminate without any liability other than reimbursement on the terms provided in this Contract for the Item received.

19.0 Demonstration Procedures

PURCHASER (Kurdistan Region) will provide HSS with 3 new unwrapped android cell phones and 3 new unwrapped iOS phones and will provide sim cards issued by telecom companies in Kurdistan. The SIM cards need to have loaded data, 1 GB, and airtime on each sim, \$2-\$3 United States dollars or equivalent airtime will be sufficient for the demonstration.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

HSS:
Cyber Communications Control Group Inc.

PURCHASER:
ASO LLC

By: Ben Jamil
Name: Ben Jamil
Title: CEO

By: 
Name: Afan Sherwani
Title: CEO



Invoice

From: HSS at: 75 South Broadway, White Plains, NY 10601
Telephone: +1.917.701.5265, Fax: +1.914-368-9729, Email: 37@secintel.com

To: Afan Omar
Kurdistan Region Government
Iraq, Kurdistan Region Govt
Erbil 44001

Date	Invoice Number	Shipping Terms	Payment Terms
February 20, 2023	022023A8	Delivered	Net
Qty	Item Description	Unit Price (USD)	Extended Price (USD)
1	Deposit on System for Secure Communications	300,000.00	300,000.00
Total due			300,000.00
Shipping and handling			N/A
Total due			300,000.00

Wire transfer Details:

Name of Bank - TD Bank
285 Mamaroneck Avenue, White Plains, NY 10605
ABA# 031101266 (for wires from domestic (U.S.) banks)
Swift Code - NRTHUS33XXX (For wires from international banks)
For the account of: Cyber Communications Control Group Inc.
Account number: **4413685417**

Ben Jamil

Ben Jamil, CEO

EXHIBIT D

K Kracs

 Tuesday

 Kracs@protonmail.com



To: 37@SECINTEL.COM

Hello

Dear sir

Thanks for your kind call further our conversation pls send your proposal including the total amount of the project and steps for the payment after sinning the contract and also including the Annuals maintaining the contracts Time activating time sechdle project

Send the proposal of demo

With all the best

Wasman

 Reply

 Forward

1/10/23, 12:53 PM – Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them. Tap to learn more.

1/10/23, 12:53 PM – khasro'wathman: This message was deleted

1/10/23, 12:54 PM – khasro'wathman: Good morning dear Mr Bin

I would like to express my thanks and appreciation to you and our brother Mr Afan and I ask you, if you do not mind, to close our topic at the present time so that we can inform you again later about it
Thanks again for your efforts.

With all the best

1/10/23, 12:56 PM – Ben Jamil: All the best to you also

1/10/23, 12:56 PM – khasro'wathman: STK-20230110-WA0000.webp (file attached)

1/10/23, 12:56 PM – khasro'wathman: STK-20230110-WA0001.webp (file attached)

1/10/23, 12:57 PM – khasro'wathman: Really your solution is the best. I wish all success to you and to your company

1/10/23, 12:58 PM – khasro'wathman: I saw a lot of solutions in the world but you are unique this my real feedback

1/10/23, 12:58 PM – khasro'wathman: With all the best

1/10/23, 12:59 PM – khasro'wathman: STK-20230110-WA0002.webp (file attached)

1/17/23, 11:52 AM – Ben Jamil: When do you want us to return to Erbil to conclude our demonstration and begin the training

We would need at least 6 days

1/17/23, 12:06 PM – khasro'wathman: Good evening

I. Can't promise any thing I haven't authorisation for that

1/17/23, 12:09 PM – khasro'wathman: According to your last term conditions I can't do any discussion it is to hard to us to give any promises

With all the best

1/17/23, 12:13 PM – Ben Jamil: We have modified the conditions in a ducussion with Afan

Monthly service only 10 % of the invoice price

We agree to negotiate a reasonable lower deposit

Down from our standard 75%

To a percentage mutually acceptable

1/17/23, 12:14 PM – Ben Jamil: What else do you require?

1/17/23, 12:15 PM – Ben Jamil: When would you like to receive our MAGIC?

1/17/23, 12:50 PM – khasro'wathman: This message was deleted

1/31/23, 4:46 AM – khasro'wathman: Hello

1/31/23, 4:47 AM – khasro'wathman: Good morning

1/31/23, 4:47 AM – khasro'wathman: Please if you have time call me

1/31/23, 6:44 AM – khasro'wathman: Good morning

1/31/23, 6:45 AM – khasro'wathman: Set an appointment to talk about the topic if possible

With all the best

1/31/23, 8:42 AM - Ben Jamil: When would you like to talk?

1/31/23, 9:17 AM - Ben Jamil: My email address is

37@SECINTEL.COM

1/31/23, 9:36 AM - khasro'wathman: Ok

2/2/23, 2:55 PM - khasro'wathman: Good morning

Pls did you receive my email ?

Inform us

With all the best

2/2/23, 2:56 PM - Ben Jamil: Can you speak now please

2/2/23, 2:58 PM - Ben Jamil: Did not receive your email

2/2/23, 3:00 PM - Ben Jamil: Please call me when you are available

Thanks

Ben Jamil CEO

2/2/23, 11:29 PM - Ben Jamil: Are you available to speak now?

2/2/23, 11:30 PM - Ben Jamil: Send me a text for the time you are free

With all the best

2/3/23, 2:10 AM - khasro'wathman: Good night

2/3/23, 2:11 AM - khasro'wathman: Today any time

2/3/23, 2:12 AM - khasro'wathman: Kracs@pronmail.Com

2/3/23, 2:43 AM - khasro'wathman: IMG-20230203-WA0000.jpg (file attached)

2/3/23, 10:42 AM - khasro'wathman: Missed voice call

2/3/23, 1:50 PM - khasro'wathman: Good afternoon

2/3/23, 1:51 PM - khasro'wathman: Do you have time to talk after 1 hour please ?

2/4/23, 5:28 PM - Ben Jamil: Sending today to your email address

2/4/23, 5:38 PM - Ben Jamil: Proposal sent

2/4/23, 5:38 PM - Ben Jamil: Please confirm receipt

2/4/23, 5:49 PM - Ben Jamil: Proposal sent to proton

Has been bounced back

2/4/23, 5:50 PM - Ben Jamil: What other do you hav

2/4/23, 5:56 PM - Ben Jamil: What other email options do you have

2/15/23, 8:07 PM - Ben Jamil: ZC Features (Standard & New for 2023)

Standard Features of ZC:

- Access to App audio & video calls made by the target (Skype, WhatsApp, Facetime, etc)
- Access to Cellular Voice Calls
- Access to Messenger App history (WhatsApp, Telegram, Facebook, etc..)
- Access Targets private Email without detection
- Access Phone Configuration and Identifiers; IMSI, IMEI, Mac Address, IP and more
- Access and download audio/video files stored on the phone

- Access browser cookies and private internet accounts (Gmail, Facebook, SIGNAL, On-Line Crypto Exchanges, On-Line Banking, On-Line Wallets and more)

- Access to GEO-LOCATION
- Access to Private Social Media Accounts
- Access to Inbound / outbound Call Logs
- Access Target's Private Online Accounts on his Phone
- Learn what Applications are installed on the Target's phone
- See what Running Services are on the Target's Phone (WiFi, Bluetooth, Location, etc)
- See / Access files in device memory/removable storage on the phone (images, videos, etc)
- View contacts on phone (address book)
- View or edit calendar events on the phone
- Get the Global IP Address
- Learn the Target's Battery Life
- Learn the Target's Operator Name
- Get the Device Model, Manufacturer

-
-

New Features for 2023:

Camera capture and manipulation: Ability to take pictures + 7FPS images to build 'video' for low memory usage: a) takes up low space locally on the device b) transfer using cellular data or WiFi with low data signature in case the target has a limited data plan and the officer decides to extract without using WiFi)

Microphone access and manipulation: (for room conversation capture + super-flat audio compression similar to image file retrieval – for low memory usage: a) takes up low space b) transfer using cellular data or WiFi with low data signature in case the target has a limited data plan and the officer decides to extract without using WiFi)

Installation of files capability: The officer can transfer a file (image, video, document, etc) onto the target phone.

Case uses involves infiltration and installation of evidence (to provoke the target, to bribe the target, to persuade the target) or (to provoke accomplices to the target, to bribe accomplices to the target, to persuade accomplices to the target) during an investigation that requires overt or covert discovery of evidence on the target's phone.

Screen Operation Capture:

a) Click-Tap detection, recording, and replay

1) The officer can observe where the target clicks on a screen, record

what he clicks on, and replay it for post-event analysis

2) If the target is off-line (away from cellular data / far from towers / in airplane mode with no connectivity), as soon as the target comes back into connectivity, the officer can acquire Click-Tap history)

b) Keystroke Capture

1) Live in real-time

2) Offline (away from cellular data / far from towers / in airplane mode with no connectivity), as soon as the target comes back into connectivity, the officer can acquire Click-Tap history)

c) Keylogger Functionality: Any changes from the screen can be logged, both online & offline

In Beta:

Battery optimizing - Scheduled for Q2 2023, this will enable the battery of the target phone to deplete slower during extended surveillance operation (during takeover of the captured phone by ZC)

Auto Admin Mode (Android) Scheduled for Q2 2023 - this will give root access to an android phone for additional levels of manipulation required by the surveillance officer in an automated format.

2/16/23, 12:21 AM - khasro'wathman: Good night

2/16/23, 12:21 AM - khasro'wathman: Thanks for updating

2/16/23, 12:27 PM - Ben Jamil: Are you free to speak?

2/16/23, 12:28 PM - Ben Jamil: How are you today?

2/17/23, 4:27 AM - khasro'wathman: Good morning

2/17/23, 7:46 AM - Ben Jamil: Good morning

2/17/23, 8:03 AM - Ben Jamil: How are you?

3/11/23, 11:19 AM - khasro'wathman: Missed voice call

3/11/23, 11:19 AM - khasro'wathman: Good morning

3/11/23, 11:19 AM - khasro'wathman: Pls any updates?

3/11/23, 12:39 PM - Ben Jamil: Good morning

We are working with the engineers in South Africa for a solution

Thanks for your patience

3/11/23, 1:01 PM - khasro'wathman: Please for what solutions And what happened with your plan for this week ?

3/11/23, 1:24 PM - Ben Jamil: Please check with Afan who can explain

3/12/23, 3:54 AM - khasro'wathman: Okay

3/15/23, 11:05 AM - Ben Jamil: We are waiting for your confirmation that you can provide access to the SS7

so we can demo our zero click

3/15/23, 11:05 AM - Ben Jamil: Dear general

3/15/23, 11:06 AM - Ben Jamil: We are prepared to visit and demo

In Erbil

3/17/23, 5:17 PM - Ben Jamil: Please calle so we can comply with our obligations to do a demonstration under the contract
3/19/23, 10:43 AM - Ben Jamil: We are waiting to hear from you about a new date for the demonstration
3/23/23, 5:42 PM - Ben Jamil: Have more MAGIC to show to you
3/23/23, 5:43 PM - Ben Jamil: Give us two phone numbers

And

We show you how to take control of them for 30 days

Low cost

3/23/23, 5:43 PM - Ben Jamil: Call me
3/28/23, 1:31 AM - khasro'wathman: Good morning
3/28/23, 1:33 AM - khasro'wathman: I am not in Kurdistan I am abroad
With all the best
3/28/23, 8:14 AM - Ben Jamil: Urgent we speak because our demo team has been waiting for you to confirm our demo dates in Erbil
3/28/23, 9:38 AM - khasro'wathman: Pls talk to afan not to me. I am abroad
3/28/23, 9:40 AM - Ben Jamil: Afan refuses to cooperate
3/28/23, 9:41 AM - Ben Jamil: Can we have a new point of contact in the H E
3/28/23, 9:49 AM - khasro'wathman: Dear sir
I would like inform you I am abroad for treatment and I am out this job
With all the best
3/28/23, 10:11 AM - Ben Jamil: Can you kindly refer us to a responsible person who we can work with
3/30/23, 1:04 PM - Ben Jamil: May ALLAH bless you and your treatment
4/2/23, 12:59 PM - Ben Jamil: How are you feeling?
4/2/23, 1:54 PM - khasro'wathman: Thanks little-bit better
4/7/23, 2:33 PM - Ben Jamil: When is it convenient for us to discuss your govts requirements
4/20/23, 1:20 PM - Ben Jamil: How are you feeling toda
5/22/23, 4:35 PM - Ben Jamil: How are you feeling?
5/22/23, 4:49 PM - khasro'wathman: Good morning
5/22/23, 4:50 PM - khasro'wathman: Thanks B I am fine
5/22/23, 5:05 PM - Ben Jamil: When can we speak?
We want to. Come and demo our improvements in the MAGIC SYSTEM
6/1/23, 11:44 AM - Ben Jamil: When are you available to speak?
6/12/23, 3:58 PM - Ben Jamil: Please call I have important. News for you
6/14/23, 1:44 AM - khasro'wathman: Missed voice call
6/14/23, 1:44 AM - khasro'wathman: Missed voice call
6/14/23, 10:50 AM - Ben Jamil: When are you available to discuss our project

EXHIBIT E

CYBER
THREAT
ANALYSIS



Intellexa's Global Corporate Web

Insikt Group found more companies likely tied to Intellexa's wider network, especially to the previously reported Czech cluster, including one seemingly used to ship Intellexa products to clients.

Two newly identified advertising firms may link to the "Aladdin" ad-based infection vector, previously tied to the Czech cluster via a leaked 2022 proof-of-concept invoice.

Insikt Group continues to observe Intellexa activity across multiple countries, including Iraq, even as the group has changed its infrastructure setup and techniques.

The author, Julian-Ferdinand Vögele, thanks Amnesty International's Security Lab for its ongoing reporting on the Intellexa and Predator spyware ecosystem. Today, Security Lab published a related report on Intellexa, which can be found [here](#).

NOTE: This was updated on February 20, 2026, with a minor correction.

Executive Summary

Insikt Group identified several individuals and entities linked to Intellexa and its broader network of associated companies. These connections span technical, operational, and corporate roles, including backend development, infrastructure setup, and company formation. Using export and import data, Insikt Group identified one entity linked to the previously reported Czech cluster that facilitated the shipment of Intellexa products to clients. In at least one instance, a direct delivery was made to an end user, while additional entities in Kazakhstan and the Philippines appear to have been involved in product imports, indicating an expanding network footprint. Two additional entities in the advertising sector may be tied to the "Aladdin" ad-based infection vector, previously associated with the Czech cluster via a leaked 2022 invoice. In addition, Recorded Future's proprietary intelligence revealed ongoing Predator spyware activity in multiple countries, including new evidence of its deployment in Iraq.

The continued domestic use of mercenary spyware such as Predator poses significant privacy, legal, and physical security risks worldwide. Although civil society remains the primary target in most publicly documented cases, recent evidence shows that executives and other high-profile individuals with substantial intelligence value are increasingly being targeted as well. Due to Predator's costly licensing model, operators are likely to reserve its deployment for high-value strategic targets, placing politicians, business leaders, and individuals in sensitive roles at heightened risk. Meanwhile, the widespread and likely unlawful use of spyware against political opposition continues to be a pressing issue under investigation in several European Union (EU) member states, including [Poland](#) and [Greece](#).

Insikt Group assesses that several key trends are shaping the spyware ecosystem, including growing balkanization as companies split along geopolitical lines, with some sanctioned entities seeking renewed legitimacy through acquisitions while others shift toward regions with weaker oversight (1, 2). Despite this, a core network of facilitators [continues](#) to underpin the industry's operations. Furthermore, rising competition and secrecy surrounding high-value exploit technologies are heightening risks of corruption, [insider leaks](#), and attacks on spyware vendors themselves. Targeting has also expanded beyond traditional civil society figures to include corporate leaders and private-sector individuals (1, 2), suggesting that the publicly visible cases represent only a fraction of a much larger, concealed global ecosystem.

Key Findings

- Insikt Group uncovered additional companies highly likely tied to Intellexa’s broader corporate web, particularly within the previously discussed Czech cluster. At least one of these entities appears to have been used to ship Intellexa products to clients, offering further insight into Intellexa's global business structures.
- Two newly identified companies appear to operate in the advertising sector and may be connected to a previously reported ad-based infection vector known as “Aladdin.” This vector was earlier associated with the Czech cluster through a leaked invoice from 2022 showing payments for a proof-of-concept to an individual linked to that cluster.
- Analysis of export and import databases revealed indications that one of the newly identified companies was used to deliver Intellexa products to end customers, either directly or through intermediaries. This research also exposed two additional entities located in Kazakhstan and the Philippines.

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Background

Predator is a sophisticated mercenary spyware targeting both Android and iPhone devices and has been active since at least 2019. Initially created by Cytrox and now seemingly managed and distributed through a broader network of Intellexa-linked companies, Predator is designed for adaptability and stealth, leaving little evidence on compromised devices and complicating external investigations into its misuse. Once deployed, Predator provides complete access to a device's microphone, camera, and all data, including contacts, messages, photos, videos, and more. Its modular, Python-based architecture [lets](#) operators add capabilities remotely without re-exploiting the device.

Predator can be [delivered](#) through "1-click" and "zero-click" attack vectors. "1-click" attacks rely on social engineering messages with malicious links that require user interaction ([1](#), [2](#), [3](#)), while "zero-click" attacks, described in the "[Predator Files](#)," involve techniques that do not require any action from the target, such as network injection or proximity-based methods. However, there have been no confirmed cases of Predator using fully remote "zero-click" exploits like those seen with NSO Group Pegasus, which can compromise devices through messaging apps without any user interaction (for example, [FORCEDENTRY](#) or [BLASTPASS](#)).

Over the past two years, Insikt Group has identified suspected Predator operators in more than a dozen countries, including in Angola, Armenia, Botswana, the Democratic Republic of the Congo, Egypt, Indonesia, Kazakhstan, Mongolia, Mozambique, Oman, the Philippines, Saudi Arabia, and Trinidad and Tobago ([1](#), [2](#)). Further investigations have [revealed](#) evidence of Predator deployments and operator activity in a number of other countries, among them Greece, Sudan, and Vietnam (see **Figure 1**). Notably, in Greece, the use of Predator against journalists, politicians, businesspeople, and other public figures, known as the "Predatorgate" scandal, has [prompted](#) multiple investigations and legal proceedings that remain ongoing.

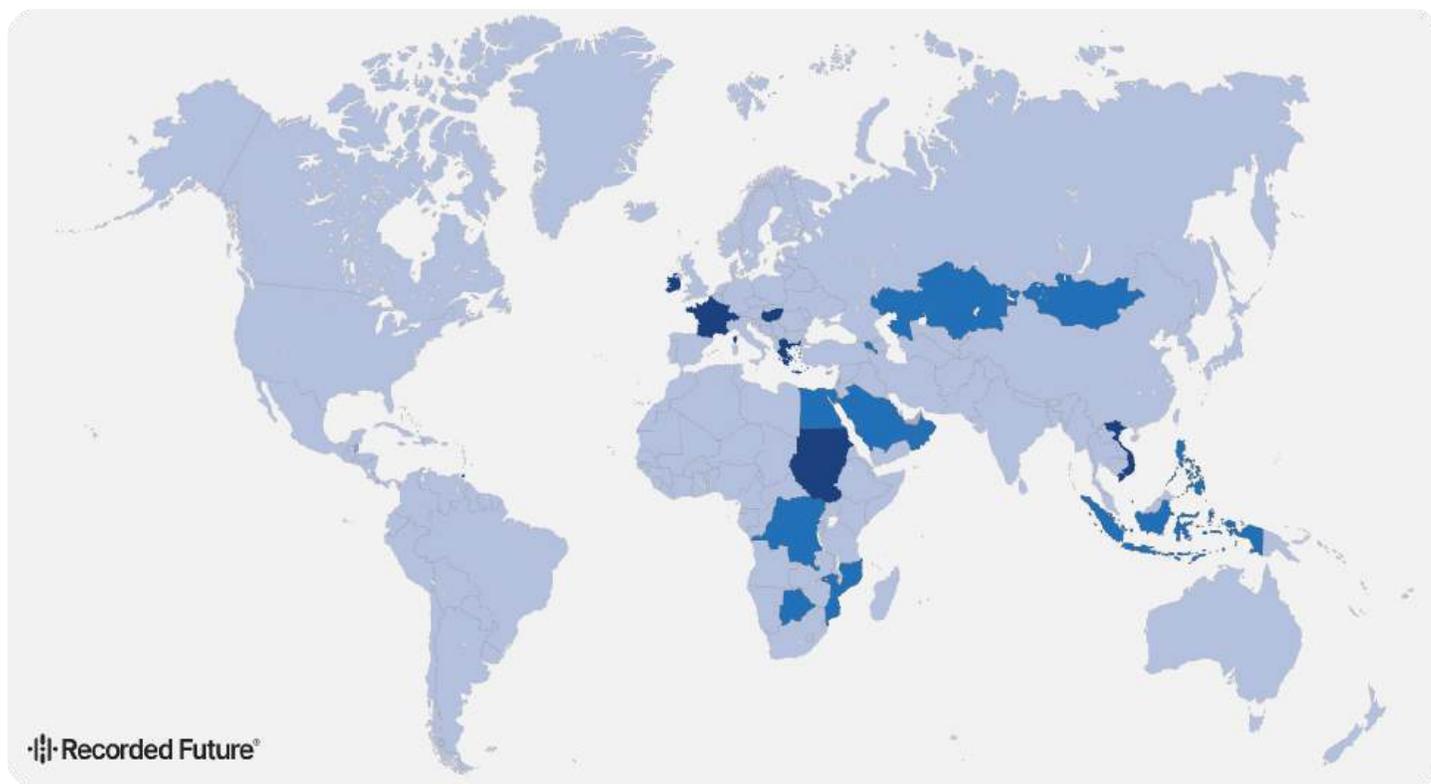


Figure 1: Countries where there is evidence of Predator deployments and operator activity (Source: Recorded Future)

Although Predator is officially marketed for counterterrorism and law enforcement use, investigations have revealed a consistent pattern of its deployment against civil society figures, including journalists, activists, and politicians (1, 2, 3, 4). The cases documented in earlier reports likely represent only a fraction of the total abuses, given the broad proliferation of mercenary spyware such as Predator, the increasing difficulty of detection, likely exacerbated by recent iPhone operating system updates, and the limited support and awareness among victims. It is important to highlight the risk of cross-border targeting, exemplified by cases involving Predator, where an operator [linked](#) to Vietnam reportedly targeted EU officials and members of the European Parliament, as well as [other mercenary spyware](#) such as Pegasus. Lastly, although individual spyware vendors may implement different control mechanisms, statements by the CEO of Memento Labs have [raised](#) doubts about their effectiveness, as one of the company's clients reportedly continued using products that were meant to have been decommissioned.

Despite increased public reporting on Predator's infrastructure and [techniques](#), and growing attention of Intellexa's [corporate structure](#), Predator operations continue, though the full scope of their activity remains unclear. This persistence continues even after measures such as [US sanctions](#), an [EU resolution](#), a [US visa](#) ban on Intellexa affiliates, and the launch of the [Pall Mall Process](#)¹, alongside [likely rising](#) exploit costs, particularly for iPhones. This likely reflects rising demand for spyware, especially in

¹ The Pall Mall Process is an initiative launched by the governments of France and the United Kingdom aimed at establishing standards for the ethical use of commercially available technologies in intrusive surveillance operations.

countries facing export restrictions, ongoing technical innovation, and increasingly complex corporate structures (for example, front companies and unwitting directors) designed to impede sanctions and attribution.

Notably, while actual payments and terms are opaque, exploit-chain prices for smartphones like iPhones often reach the millions; for example, reports cite a Russian zero-day broker [offering](#) up to \$20 million for zero-day remote code executions (RCEs) against the latest iPhones and Android devices, and a United Arab Emirates (UAE)-based startup, Advanced Security Solutions, reportedly [offering](#) up to \$20 million for SMS-delivered smartphone hacking tools.

Ultimately, it remains unclear whether companies like Intellexa develop their own exploits or obtain them from others (and, if so, at what cost and under what conditions) as well as who else collaborates with these providers. A 2024 report [indicating](#) that the Russia-backed group APT29 (tracked as BlueBravo by Insikt Group) may have used the same exploits as Intellexa and NSO underscores why this issue warrants attention and raises a number of important questions.

Mapping Intellexa's Corporate Web and State of Activity

Mapping the corporate structure of a mercenary spyware vendor such as Intellexa presents significant challenges. As illustrated in **Figure 2**, these entities typically operate through a complex web of shell and front companies distributed across multiple jurisdictions. They frequently alter ownership structures, employ ambiguity, and use various obfuscation tactics to evade detection. Consequently, the available picture of Intellexa's organizational landscape is often incomplete, opaque, and rapidly outdated.

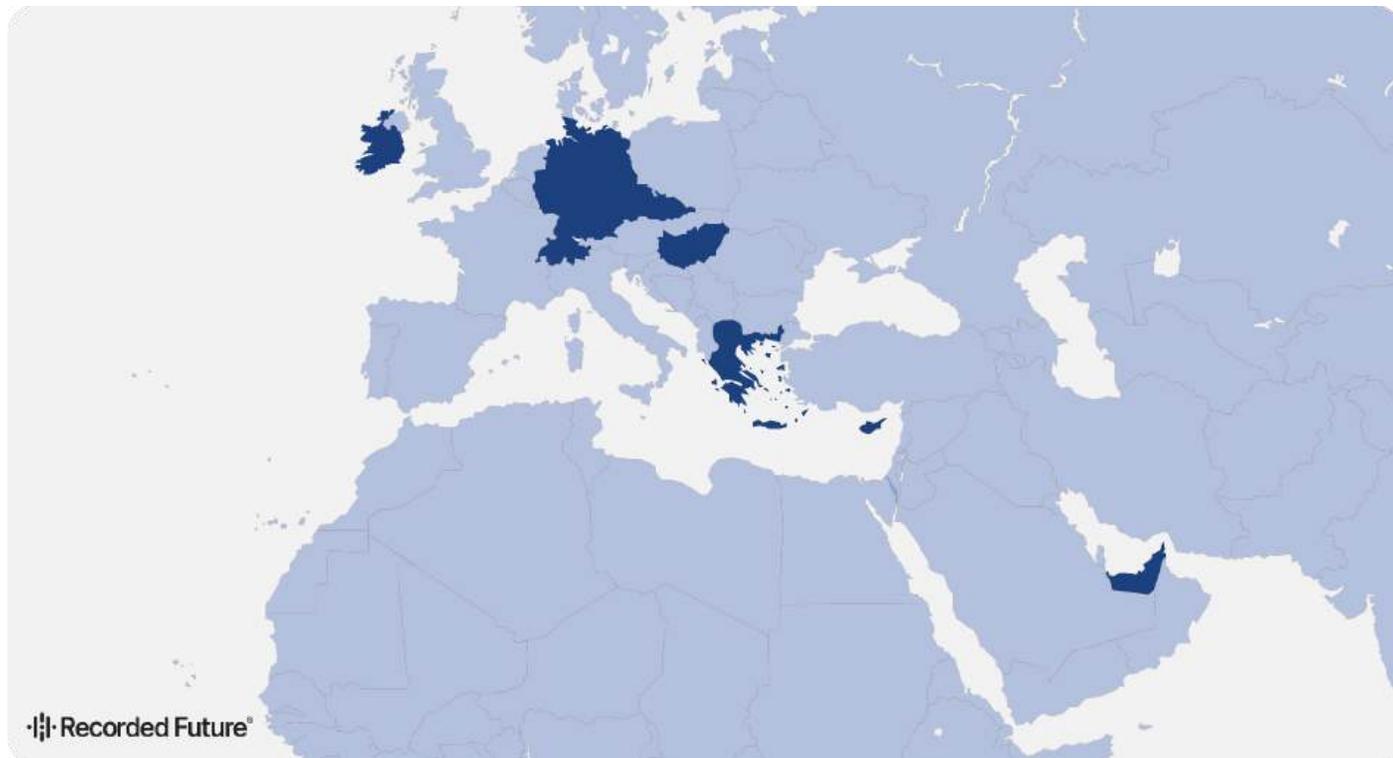


Figure 2: Locations of companies linked to Intellexa (Source: Recorded Future; [Amnesty International](#))

This report seeks to narrow some of the existing knowledge gaps by offering new insights into the structure and operations of Intellexa’s corporate web. It highlights suspected Intellexa-affiliated employees, identifies additional companies that may have served, or continue to serve, as front entities, including two possibly linked to AdInt-related attack vectors, and provides further details on how Intellexa-associated firms appear to ship their products to end customers.

Intellexa Employees and Risks of Corporate Fragmentation

Using proprietary Recorded Future data, Insikt Group gained deeper insights into several partially identified employees. Among them, three are likely based in Greece and one in North Macedonia. Available information suggests these individuals are, at least in part, involved in infrastructure, development, legal, and IT support-related activities.

- The first individual, based in Greece, has a professional background in IT administration across logistics and consulting sectors, uses multiple Intellexa-linked and related company email addresses, and shows evidence of IT infrastructure involvement through various technical platforms.
- The second individual is assessed to be part of Intellexa’s infrastructure team, with activity through Intellexa-linked accounts accessing IT management services from the same system as the first individual.
- The third individual’s email appears in company records for several Intellexa-linked entities, all represented by a Greek lawyer involved in multiple international legal and business contexts.

- The fourth individual, based in Skopje, is a backend developer with past roles at regional telecom firms, a “stealth mode” company tied to Cytrox, and later at another European cybersecurity firm, with additional online activity linked to development platforms and repositories.

Role of Greece in Intellexa-Linked Operations

Notably, the 2023 Predator Files previously reported that Athens had become a central hub for Intellexa operations. According to the investigation, a former employee of Cytrox, a subsidiary of Intellexa responsible for developing Predator, [stated](#) that a training center for Predator operators had been established in Athens. This facility, originally planned for Skopje, was reportedly overseen by an individual referred to as “Greek Cypriot.” Based on a leaked 2021 commercial proposal, comprehensive training and round-the-clock remote operational and technical support had been previously [discussed](#).

A report published in November 2025 [revealed](#) that Intellexa had allegedly conducted covert training sessions within the offices of the Greek security contractor Krikel. The company appears to have played a role in procuring or facilitating the use of Predator spyware in Greece, an involvement that ultimately contributed to what became known as “Predatorgate.” The Greek offices of both Intellexa and Krikel were raided by the Greek police cybercrime division as part of the ongoing investigations into the wiretapping scandal. Legal proceedings related to “Predatorgate” [remain](#) ongoing at the time of writing.

According to an Inside Story report from April 2024, several former Intellexa employees were allegedly connected to IANUS Consulting, Remote Greece, and ADDAPP Technologies, which were [said](#) to serve as intermediaries for employee compensation. While the precise nature of these companies’ relationship with Intellexa remains unclear, Inside Story [reported](#) that ADDAPP Technologies’ response to a request for comment originated from the same tax domicile and business address services provider used by Intellexa-affiliated entities, including Apollo Technologies and Hermes Technologies.

Risks of Corporate Fragmentation in Mercenary Spyware Ecosystem

Corporate fragmentation within the mercenary spyware ecosystem, and the surveillance industry more broadly, does not merely complicate structural analysis; it also introduces distinct operational and security risks that can ultimately affect end customers. These risks can be grouped into three primary categories:

- **Increased security vulnerability:** As corporate structures become more fragmented and less streamlined, network hardening becomes significantly more challenging. In cases such as Intellexa, this complexity likely increases susceptibility to cyber attacks and security lapses. This is particularly concerning given that mercenary spyware vendors appear, at least in part, to retain visibility into their customers’ operations, a risk previously [exemplified](#) by the NSO Group.
- **Operational constraints due to sanctions and covert operations:** Sanctions and the need for covert or semi-clandestine operations make it more difficult for these entities to obtain certain technologies or technical support. This limitation may compel them to rely on personal devices, third-party providers, or informal channels, thereby increasing exposure to security risks.

- Employee-related exposure risks:** As illustrated by the individuals discussed earlier, employees linked to companies like Intellexa may, through secondary engagements or contracting roles, gain access to external networks, including potentially sensitive or intelligence-sharing environments. Such overlap could inadvertently create pathways for data exposure or unauthorized access to intelligence.

Revealing Additional Elements of the “Czech Cluster”

Through additional corporate research, Insikt Group identified a new set of companies highly likely linked to Intellexa, tracing their connections through a previously reported cluster of firms in the Czech Republic associated with Dvir Horef Hazan (see **Figure 3**).

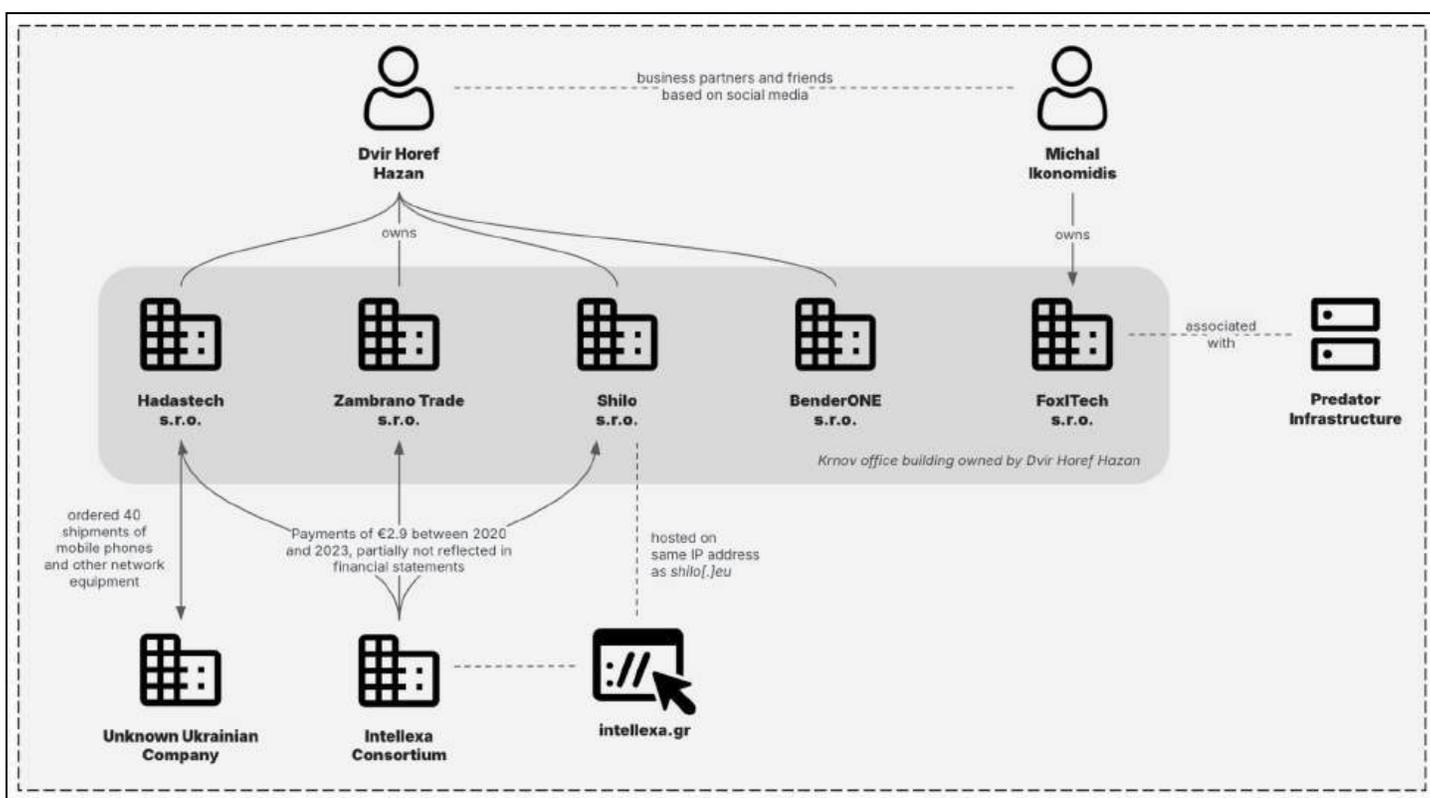


Figure 3: Connections between Predator infrastructure and FoxITech s.r.o. (Source: Investigace.cz; Recorded Future)

Both the newly identified entities and the previously reported companies connected to this Czech cluster are illustrated in **Figure 4**. These companies appear to fulfill distinct operational roles within the broader Intellexa network, which are examined in the following sections. Notably, the domains associated with the four new entities discussed below became active in close succession between March 8 and 26, 2024.

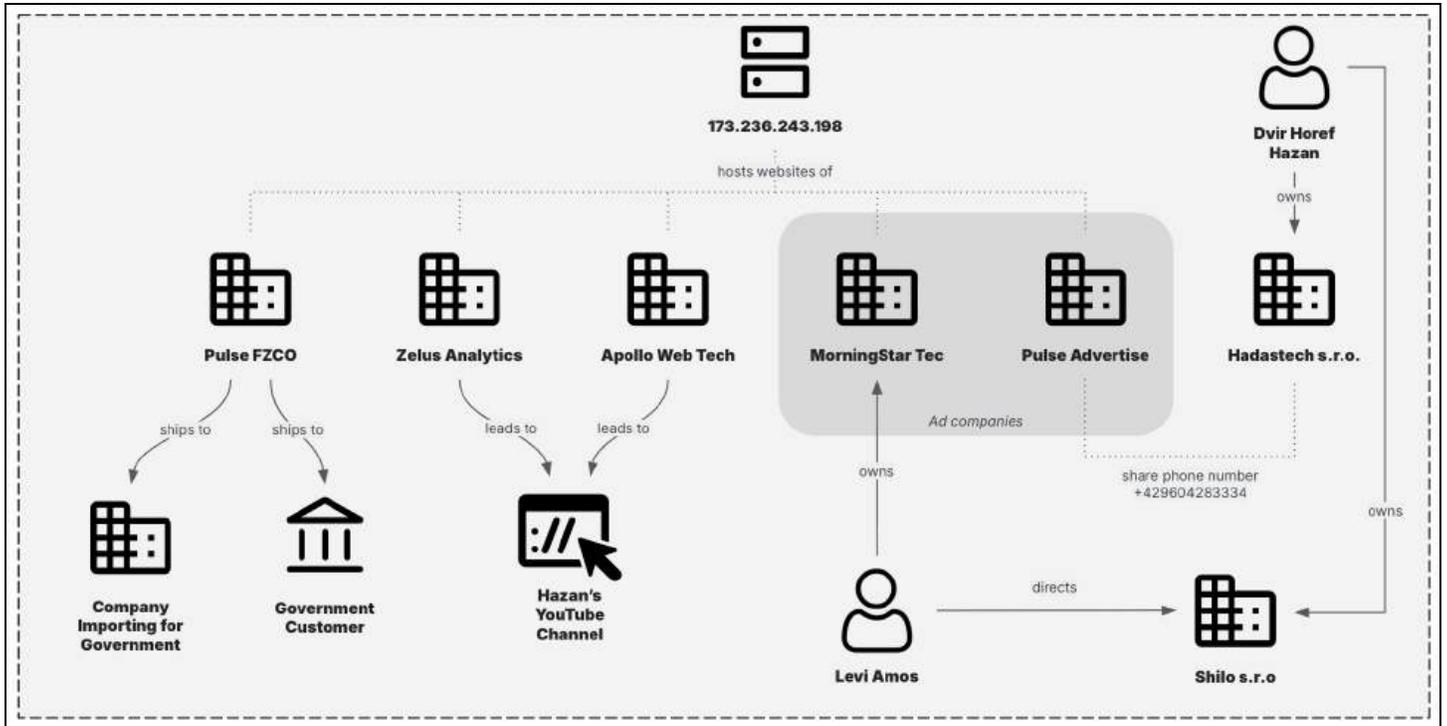


Figure 4: Further mapping of Intellexa's corporate web linked to Czech cluster (Source: Recorded Future)

PULSE FZCO — Cyber Security Consultancy

The company PULSE FZCO is associated with the domain *pulse-fzco[.]com*, which was hosted on the IP address 173[.]236[.]243[.]198 (DREAMHOST-AS, US [AS26347]) from at least March 10, 2024, until the time of writing. The IP address has also hosted other Intellexa-associated domains such as *shilo[.]eu* and *thalestris[.]ch*, as well as other domains linked to newly identified companies discussed in this report. PULSE FZCO is registered in the Dubai International Free Zone Authority (DIFZA) in the United Arab Emirates (UAE) and, according to its website, claims to “help you safeguard your data from cyber threats, data breaches, and unauthorized access” (see Figure 5).

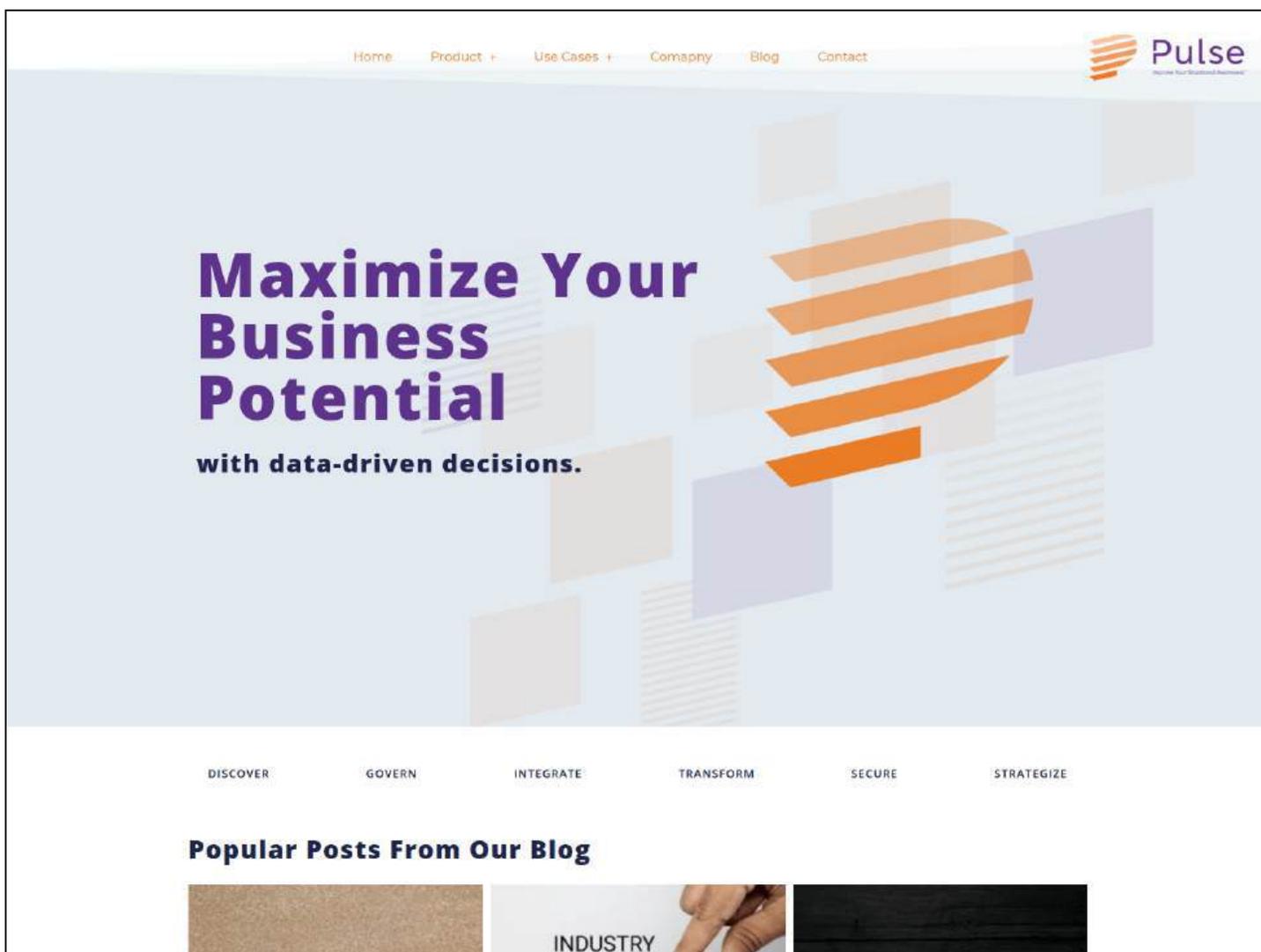


Figure 5: Website linked to PULSE FZCO (Source: [URLScan](#))

Based on export data analyzed by Insikt Group, PULSE FZCO likely operates as a front company used to facilitate product shipments, either directly to Intellexa clients or through local importing partners, as discussed further in the section titled **Tracing Previously Identified Intellexa Customers through Export Data**.

Interestingly, the Pulse FZCO website lists a company named SefuTech as one of its partners.

Zelus Analytics

The company Zelus Analytics is linked to the domain *zelus-analytics[.]com*, which was hosted on the same IP address as the domain linked to PULSE FZCO. The domain was resolving to this IP address from at least March 8, 2024, two days prior to the registration of PULSE FZCO's domain, until October 28, 2025, when it ceased resolving to that IP address. According to its website, Zelus Analytics claims

to provide “a unique data analysis system designed to process large amount of data from multiple sources and diverse formats including text, voice, images, location, calendars, contacts metadata and more to provide a complete and holistic intelligence image for intelligence investigation purposes” (see **Figure 6**). The system is referred to as TCDA (Target Centric Data Analytics).

Figure 6: Website linked to Zelus (Source: Recorded Future)

Notably, Zelus in Greek mythology is the daimon personifying dedication, rivalry, envy, jealousy, and zeal, a noteworthy detail given that several previous companies, including “Apollo” and “Hermes,” also drew inspiration from Greek mythology.

Within the document object model (DOM) of the Zelus Analytics website, a link was found that resolves to the YouTube video uploaded by @dvir-horefhazan7938, an account highly likely belonging to Dvir Horef Hazan (see **Figure 7**). Interestingly, a link to the same video was also found on the website *apollowebtech[.]com*, which has been hosted on the IP address *173[.]236[.]243[.]198* since at least March 13, 2024.

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</section>
    <section class="elementor-section elementor-top-section elementor-element elementor-elem
ent-8f376d4 elementor-section-height-min-height elementor-section-boxed elementor-section-height-default elementor-secti
on-items-middle" data-id="8f376d4" data-element_type="section" data-settings="{&quot;background_background&quot;:&quot;v
ideo&quot;,&quot;background_video_link&quot;:&quot;https://youtu.be/EbFVb6wfjK0&quot;,&quot;background_play_on_mobile
&quot;:&quot;yes&quot;,&quot;shape_divider_bottom&quot;:&quot;split&quot;}">
        <div class="elementor-background-video-container element
or-loading elementor-invisible">
            <iframe class="e
lementor-background-video-embed" frameborder="0" allowfullscreen="" allow="accelerometer; autoplay; clipboard-write; enc
rypted-media; gyroscope; picture-in-picture; web-share" referrerpolicy="strict-origin-when-cross-origin" title="Social N
etwork" width="640" height="360" src="https://www.youtube.com/embed/EbFVb6wfjK0?controls=0&rel=0&playsinline=1&a
mp;enablejsapi=1&origin=https%3A%2F%2Fwww.zelus-analytics.com&widgetid=1&fororigin=https%3A%2F%2Fwww.zelus-ana
lytics.com%2F&aorigin=https%3A%2F%2Fwww.zelus-analytics.com%2F&gporigin=https%3A%2F%2Fwww.zelus-analytics.com%2F&vf=6" id="widget2" style="width: 1600px; height: 900px;"></iframe>
            </div>
        <div class="elementor-shape elementor-shape-bottom" data-negativ
```

Figure 7: DOM on the website hosted on apollowebtech[.]com (Source: [URLScan](#))

The website on *apollowebtech[.]com*, which is likely linked to the known Intellexa-related company Apollo Technologies discussed above, claims to be a “leading provider for Law enforcement and Intelligence agencies worldwide” (see **Figure 8**).

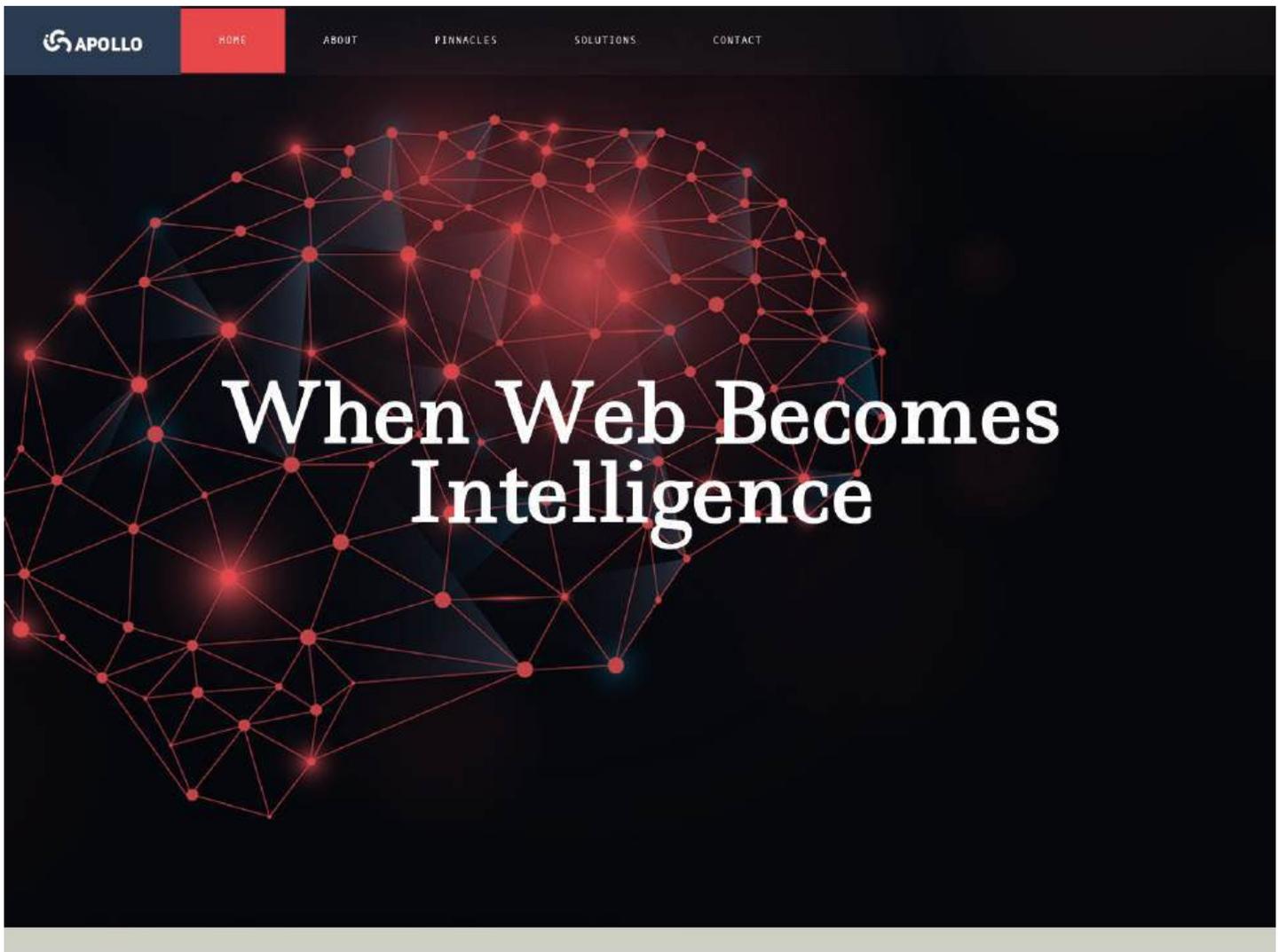


Figure 8: Website linked to [apollowebtech\[.\]com](http://apollowebtech[.]com) (Source: [URLScan](#))

The YouTube video is brief and depicts a zoom-in sequence of a “Social Network,” as illustrated in **Figure 9**. While its exact purpose remains unclear, it is assessed that the video was likely intended to lend an appearance of legitimacy to the website or served merely as a placeholder element.

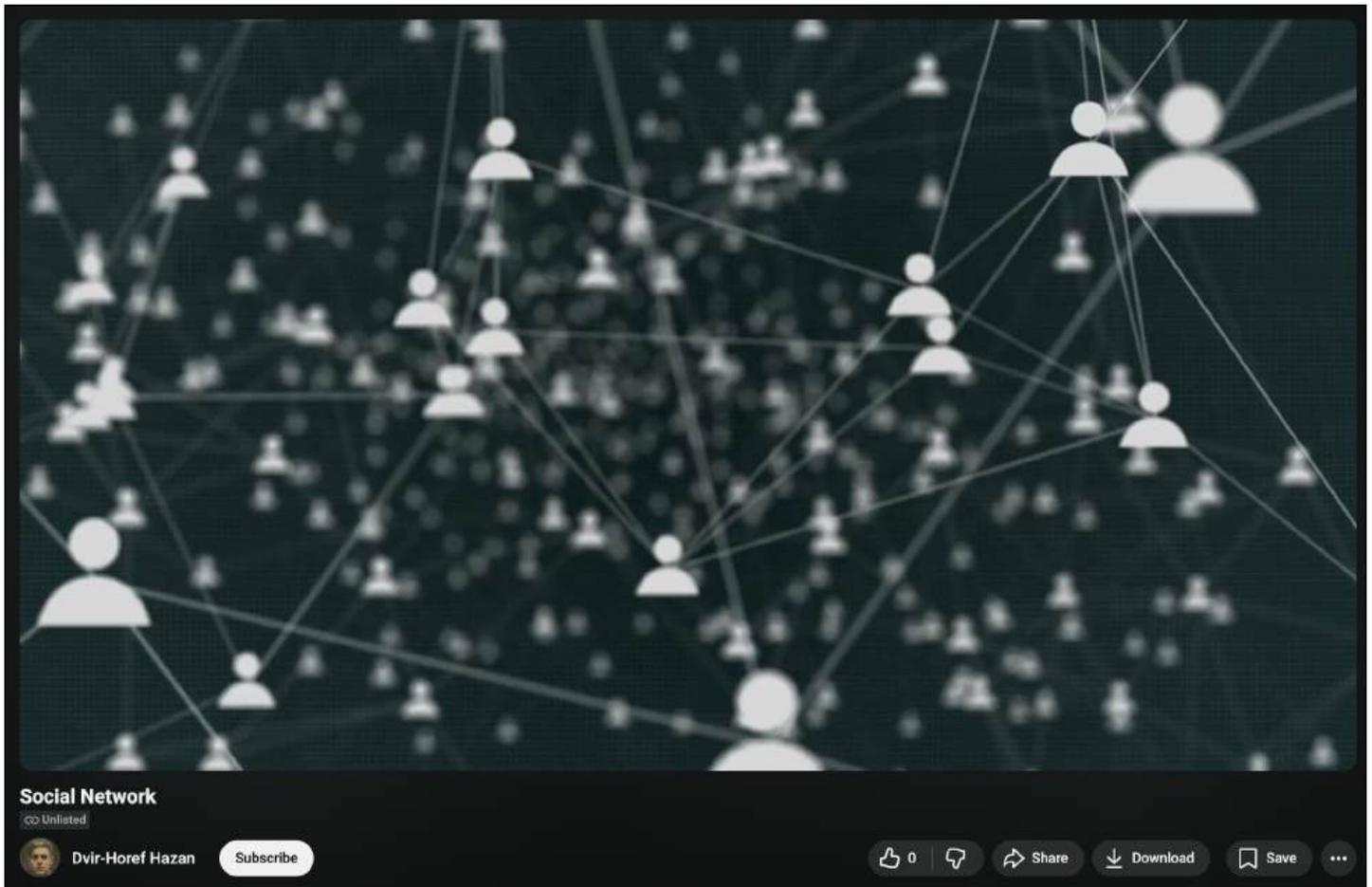


Figure 9: YouTube video linked to Dvir Horef Hazan (Source: YouTube)

Pulse Advertise

The company Pulse Advertise is associated with the domain *pulseadvertise[.]com*, which was hosted on the IP address *173[.]236[.]243[.]198* from March 16, 2024, and remains active on that address at the time of writing. Similar to PULSE FZCO, Pulse Advertise is registered in the DIFZA in the United Arab Emirates. Insikt Group assesses that Pulse Advertise is potentially involved in an attack vector known as “Aladdin,” which is examined in greater detail in the section titled **Companies Linked to “Czech Cluster” Potentially Linked to AdInt.**

Notably, the contact number listed for Pulse Advertise (see **Figure 10**) matches the one associated with Hadastech s.r.o., a company that, according to a Greek police report, had [received](#) payments from Intellexa for unspecified services and had imported 40 shipments from an unidentified Ukrainian company between 2020 and 2021, described as mobile phones and “other networking apparatus.”

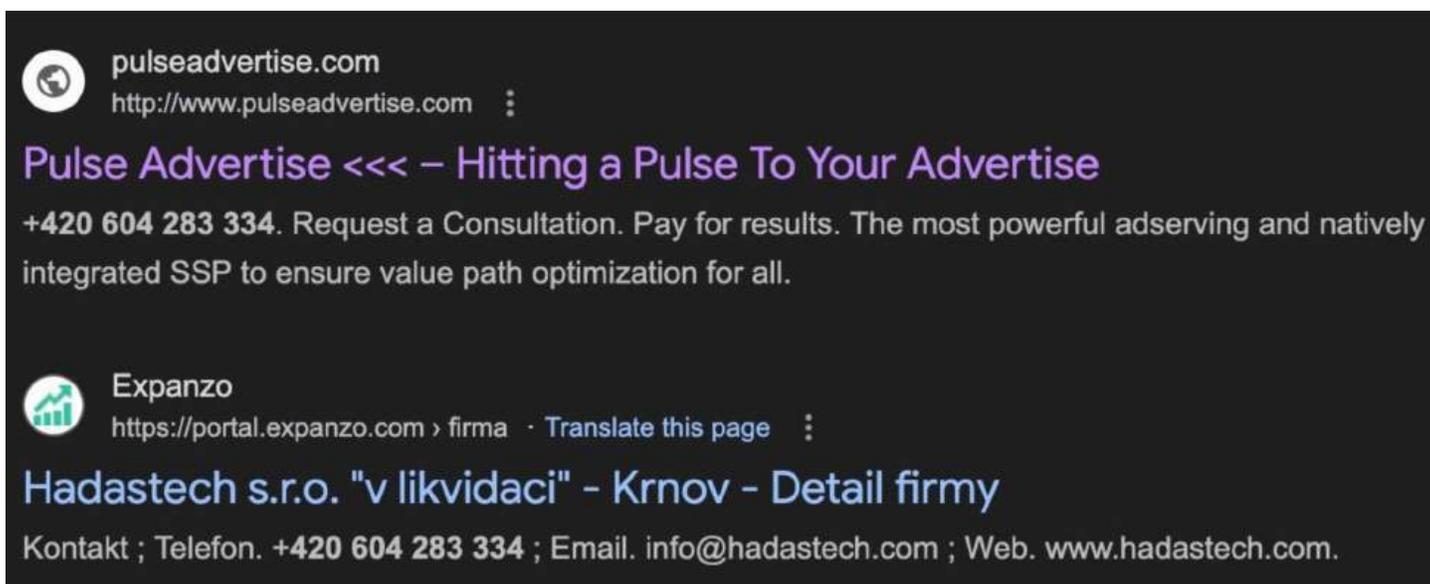


Figure 10: Pulse Advertise results from a Google search (Source: Google Search)

MorningStar TEC

Lastly, Insikt Group identified another company, MorningStar TEC, which is associated with the domain *morningstartec[.]com*, which was hosted on the IP address *173[.]236[.]243[.]198* from at least March 8, 2024, until the time of writing. Notably, the domain *zelus-analytics[.]com*, mentioned earlier, began resolving on the same day. According to its website, MorningStar TEC is a "Middle eastern [sic] based growth agency," specialized in "results driven marketing campaigns by leveraging creativity, technology, and bundling complimentary products for your customers" (see **Figure 11**).

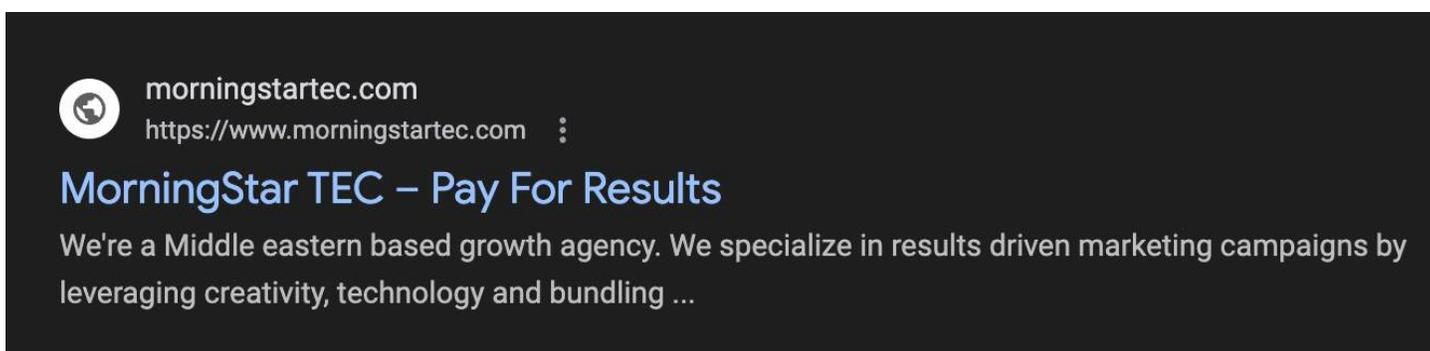


Figure 11: MorningStar TEC result from a Google search (Source: Google Search)

Levi Amos (spelling may vary), an Israeli entrepreneur, is listed as the director of MorningStar TEC. He has been previously mentioned in connection with Intellexa. According to a report by the Czech investigative outlet Investigace.cz, a December 2020 shipping declaration [showed](#) that an Israeli company named Amos Levy Consultant Ltd, also referred to as Amos Levi Ltd on some documents, supplied Intellexa S.A. in Greece with "18 pallets of computer parts." The shipment reportedly followed a procurement by Hadastech s.r.o., the company linked to Dvir Horef Hazan. MorningStar TEC is linked to

Shilo s.r.o., a company associated with the domain *shilo[.]jeu*, which Insikt Group had previously reported on in connection with Predator's Tier 5 infrastructure.

Similar to Pulse Advertise, Insikt Group assesses that Morning Star Tec may also be involved in an attack vector known as "Aladdin," which is discussed in greater detail in the sections below.

Companies Linked to "Czech Cluster" Potentially Linked to Infection Vector

As noted earlier, two companies, Pulse Advertise and MorningStar TEC, stood out, as both appeared to operate in the advertising sector based on their websites. According to its website, Pulse Advertise offers "the most powerful ad-serving and natively integrated SSP [supply-side platform] to ensure value path optimization for all" (see **Figure 12**).

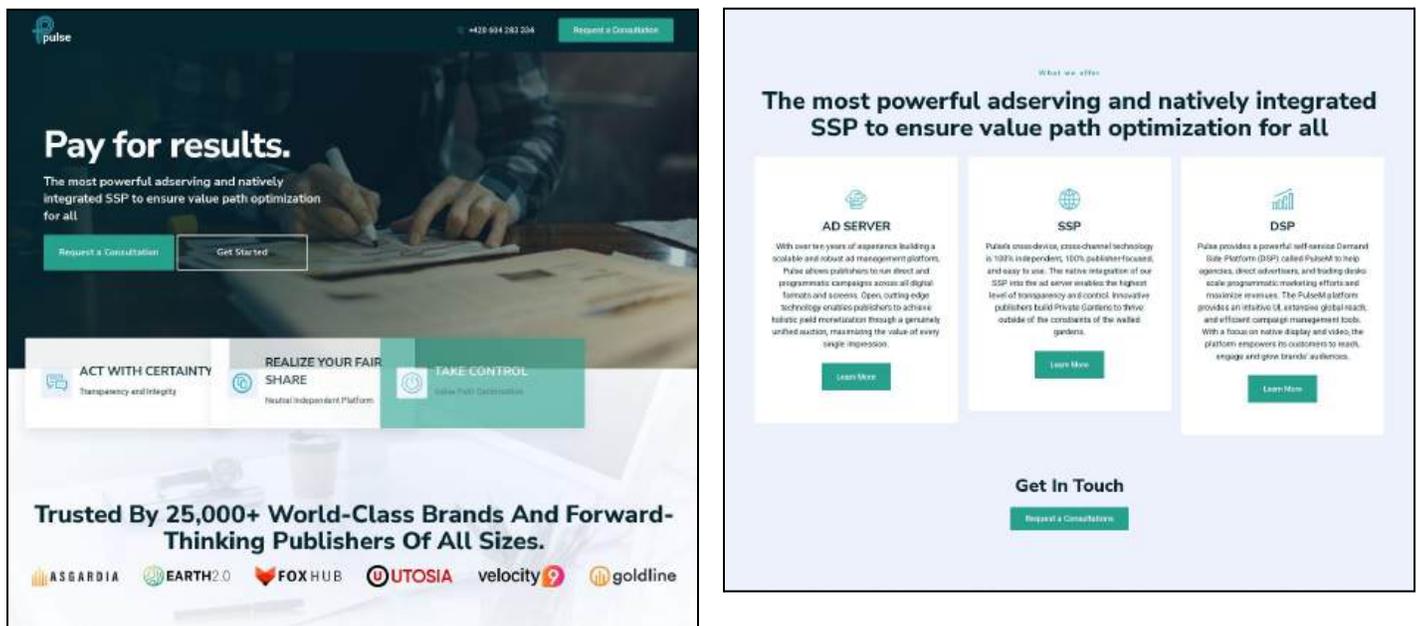


Figure 12: Website linked to MorningStar TEC (Source: Recorded Future)

In turn, MorningStar TEC's business model is said to focus on performance-based outcomes rather than traditional advertising (see **Figure 13**). Notably, certain parts of MorningStar TEC's website appear to be improperly programmed; for instance, clicking on the "Benefits" tab triggers a download of the website's HTML file.

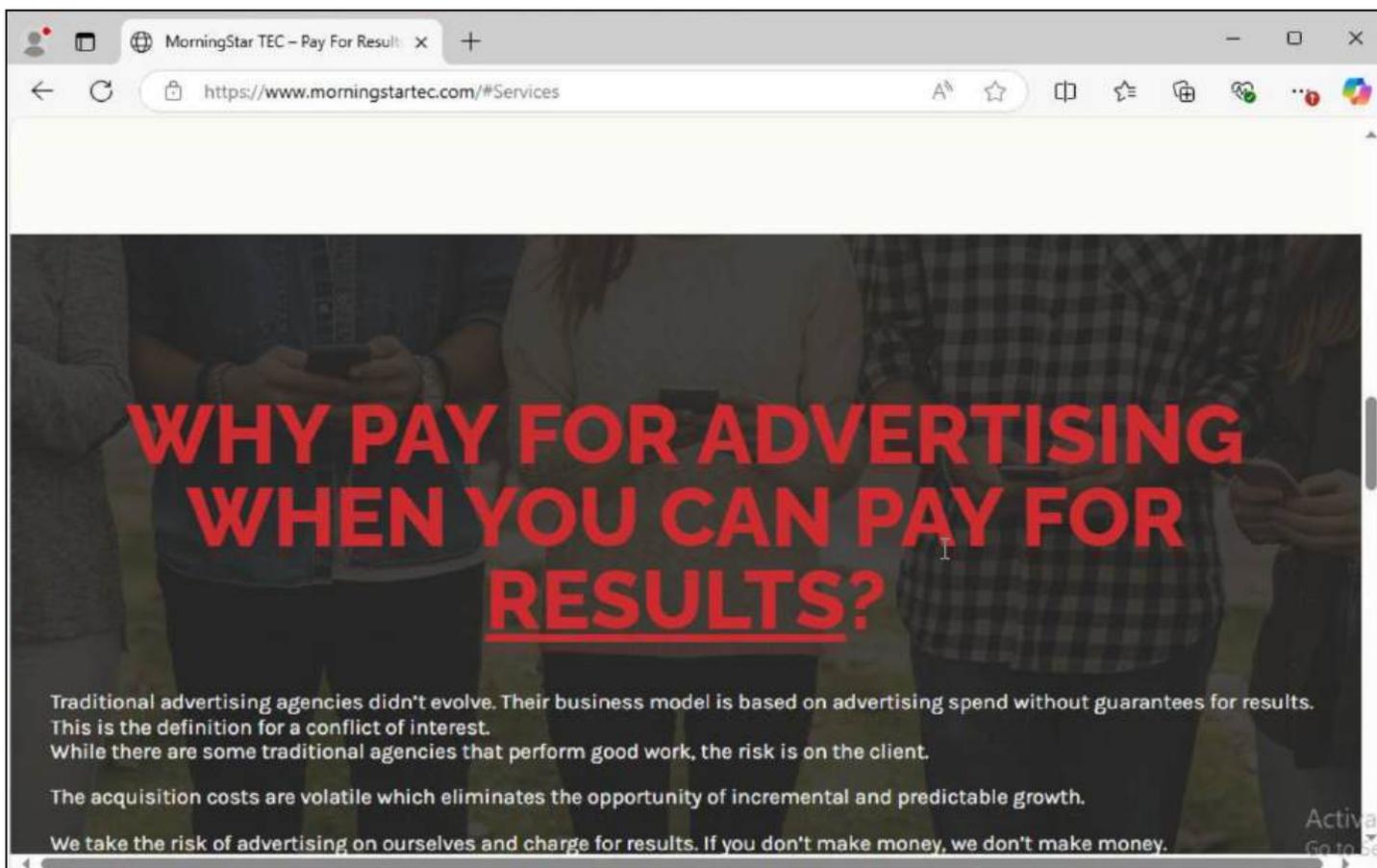


Figure 13: Website on morningstartec[.]com (Source: Recorded Future)

Insikt Group assesses that these entities may be involved in an ad-based infection vector, specifically one referred to as "Aladdin." "Aladdin" was first [reported](#) by Haaretz in April 2024, based on leaked internal Intellexa documents from 2022. These documents described a proof-of-concept system named "Aladdin," designed to enable operators to infect targeted iOS and Android devices through malicious online advertisements. The ads, placed or directed toward specific victims, served as the delivery mechanism for the exploit. The leaked materials included demonstrations and technical documentation illustrating how the system leveraged ad networks for targeting, as well as examples of bait advertisements (such as fake job postings aimed at graphic designers or activists) that, when interacted with, would trigger the exploit chain resulting in spyware installation. "Aladdin" resembles Sherlock, a commercial surveillance capability [developed](#) by the Israeli software maker Insanet that is capable of infecting devices running Windows, Android, and iOS. Insikt Group is not aware of any reporting indicating that "Aladdin" has been used in the wild.

At a high level, the concept [operates](#) as follows: When a potential victim visits a website containing an ad slot, the site requests an advertisement from a supply-side platform (SSP). The ad exchange then solicits bids from various demand-side platforms (DSPs), which respond with bids based on their targeting parameters. The ad exchange selects the highest bid and serves the winning advertisement's

content to the website. The primary challenge in this process lies in accurately identifying the intended target and successfully winning the ad auction to ensure the malicious content is delivered to that individual.

Notably, a Vsquare report from August 2025 [references](#) an invoice dated July 28, 2022, issued to one of Dvir Horef Hazan's companies, which includes the line item "Payment for project POC, 'Aladin.'" This project is believed to be connected to the Intellexa proof-of-concept (PoC) described by Haaretz in 2024. This suggests that the Czech cluster likely played a role in "Aladdin," though the exact nature of its involvement remains unclear. It is worth noting that the name appears spelled as "Aladin" in the invoice.

Tracing Previously Identified Intellexa Customers through Export Data

As noted above, at least one of the previously listed companies, PULSE FZCO, likely operates as a front entity used to facilitate the shipment of Intellexa-related products, either directly to suspected Intellexa customers previously identified by Insikt Group or to intermediary entities that import such products on behalf of the end customers.

Botswana

Based on import records, Insikt Group identified that PULSE FZCO shipped products to Botswana's Directorate of Intelligence and Security (DIS) in October 2023. Notably, this department has previously been linked to the import of other surveillance-related products. The shipments were described in relatively generic technical terms. While the reported shipment value appears relatively low, this may reflect incomplete data in import databases, the involvement of additional front entities, or the nature of the goods themselves (for example, specific system components rather than full platforms). Notably, approximately one month after this shipment was recorded, Insikt Group observed the start of activity associated with the Predator cluster in Botswana (see **Figure 14**).

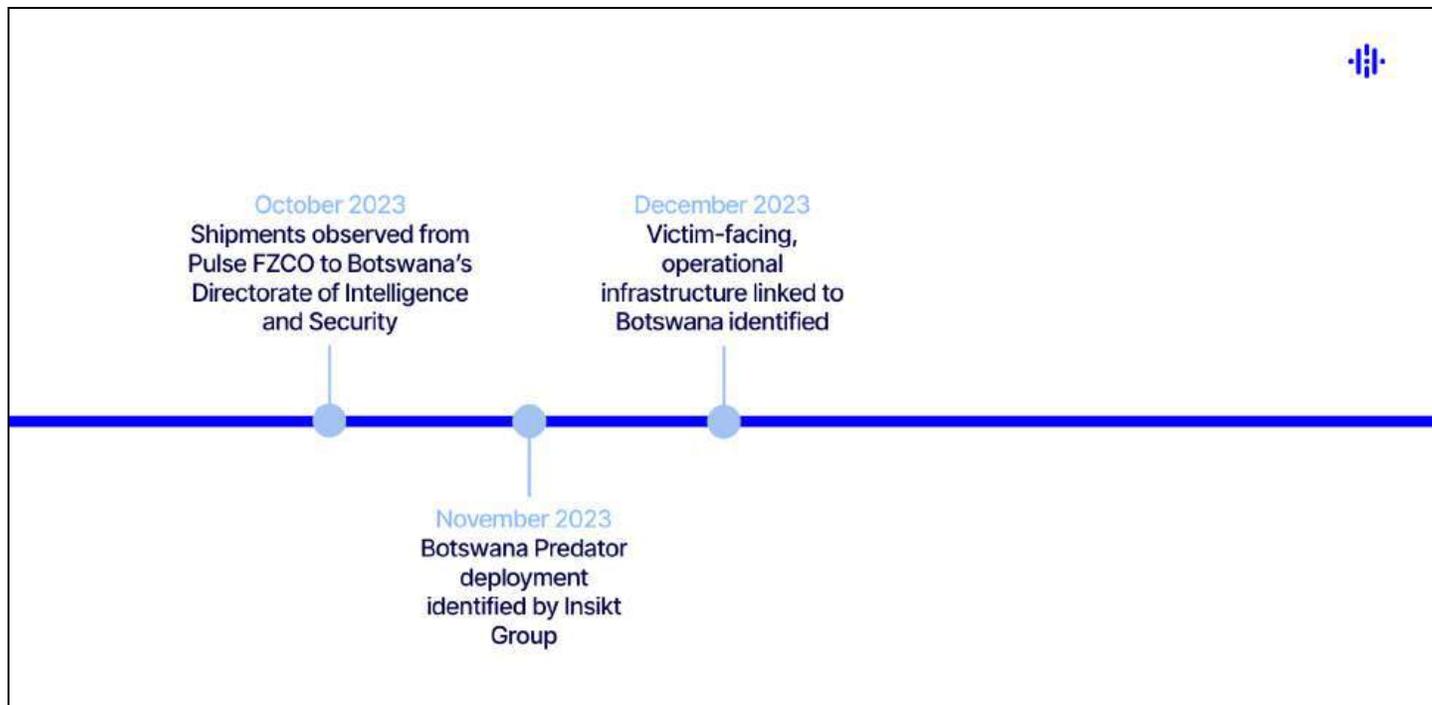


Figure 14: Timeline of Predator-linked activity in Botswana (Source: Recorded Future)

Based on infrastructure analysis, Insikt Group assesses that Botswana continued to use Predator spyware at least until June 2025, and that it potentially still uses Predator at the time of writing.

Kazakhstan

In October 2023, PULSE FZCO shipped products to the Kazakh company OOO Seven Hills (see **Figure 15**), with the shipment valued at approximately 6,463,070,090 KZT (around \$12.4 million USD). The product descriptions are technical in nature, encompassing both software and hardware, but remain relatively generic (for example, "ПРОГРАММНО-АППАРАТНЫЙ КОМПЛЕКС 'АНАЛИЗ ДАННЫХ,'" which translates to "hardware-software complex 'Data Analysis'"). The company has previously been associated with the import of surveillance technologies on behalf of Kazakhstan. For instance, OOO Seven Hills was reportedly involved in importing products linked to the Swiss firm NeoSoft, which has been [implicated](#) in multiple international mobile subscriber identity (IMSI) catcher-related scandals and has allegedly sold or attempted to sell surveillance tools to repressive regimes.

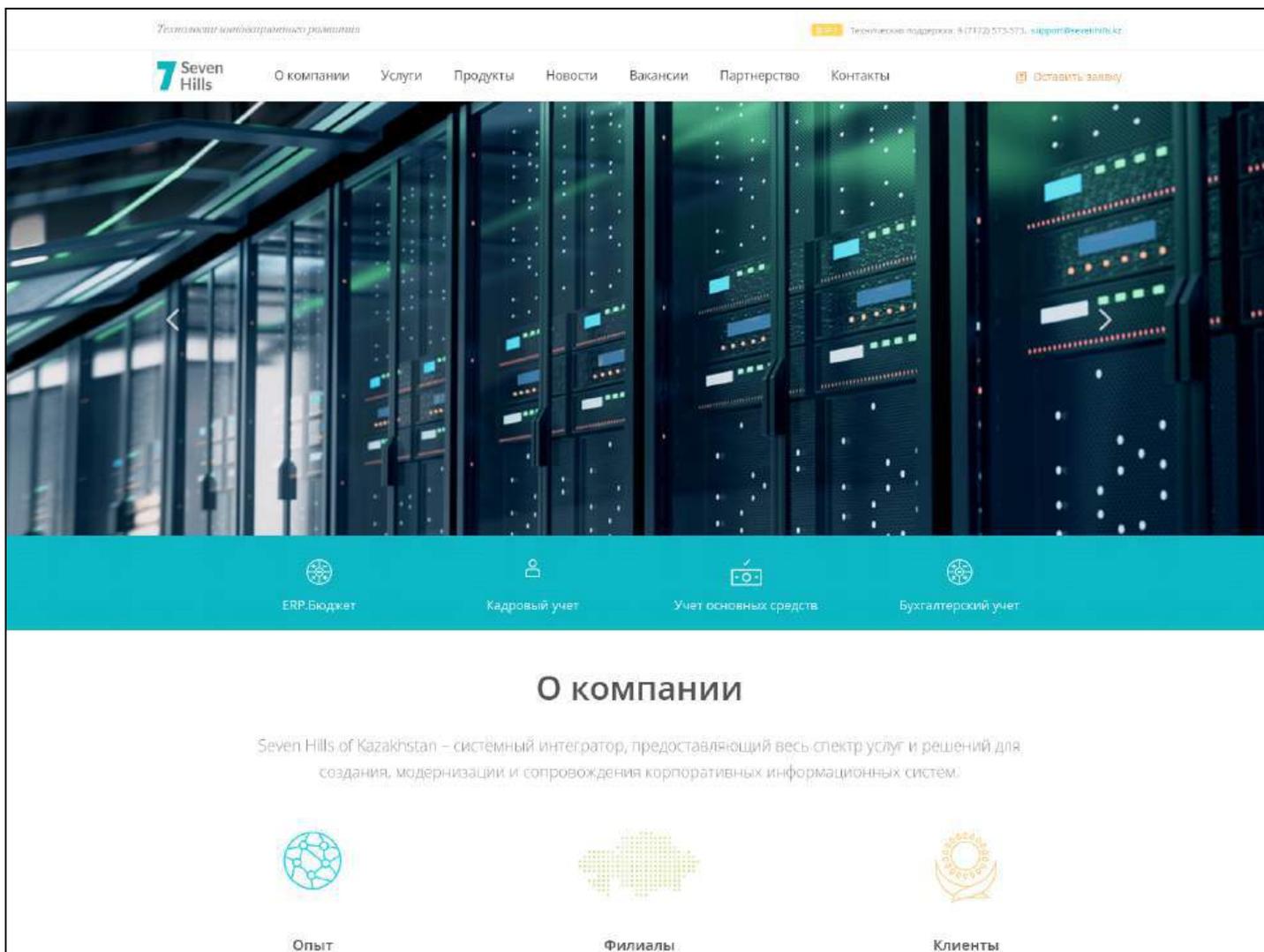


Figure 15: Website linked to OOO Seven Hills (Source: Recorded Future)

Kazakhstan has been identified as a Predator user in late 2023 and was publicly reported on by Insikt Group in February 2024. The country has a track [record](#) of using cyber surveillance vendors such as [NSO Group](#), [FinFisher](#), and [RCS Lab](#) to [target](#) activists and politicians.

Based on infrastructure analysis, Insikt Group assesses that Kazakhstan has, at least until August 2025, continued to use Predator spyware.

Philippines

In September 2023, PULSE FZCO shipped products valued at approximately \$113,532 USD to the Philippines-based company ComWorks. The company is associated with the domain [comworks-inc\[.\]com](#), and according to its website, it provides “diverse mobile solutions to different

markets that add value to our partners and principals” (see **Figure 16**). As of 2018, ComWorks was listed among the top 1,000 companies in the Philippines.



The screenshot shows the ComWorks website. At the top left is the ComWorks logo. To the right are navigation links: Home, About, News and Activities, Careers, and Contact Us. The main banner features a large white '25' with 'COMWORKS' above it and 'ANNIVERSARY' written across a swoosh below it. Below the banner is a section titled 'Who We Are' with two paragraphs of text. To the right of the text is a cover of the BusinessWorld Top 1000 Corporations in the Philippines 2018 magazine, which includes the headline 'FUELING THE FUTURE' and sub-headline 'TAXES, INVESTMENTS, INFRASTRUCTURE, AND EMPLOYMENT: PROSPECTS AND CHALLENGES'.

Who We Are

We are a company with business units that cover a nationwide scope in providing diverse mobile solutions to different markets that add value to our partners and principals. From humble beginnings in a small, rented one-room office in 1996, ComWorks has grown to be an industry leader with its own headquarters, the seven-floor building CWI Corporate Center in Quezon City.

According to 2018 Business World top 1000 Corporations in the Philippines, we are ranked, number 505. ComWorks has consistently been part of the Top 1000 companies in revenue and is one of the country's largest wholesaler of telecommunications services and mobile network equipment. These results have been rooted in our drive to always be the preferred and dependable partner of our principals, both from the Philippines and abroad.

Figure 16: Website linked to ComWorks (Source: [URLScan](#))

Notably, the CEO of ComWorks holds the same position at Neo-Tech Asia Distribution, and Insikt Group further identified overlapping employees as well as signs of a potential reselling collaboration.

Insikt Group previously identified a Predator customer assessed to be highly likely linked to the Philippines in 2023 and publicly reported on this finding in February 2024. It remains unclear whether this Predator customer continues to be active at the time of writing.

Ongoing Intellexa Operations Across Multiple Countries

Following various publications on Intellexa's Predator infrastructure since 2023 by Insikt Group and others, Intellexa started changing its infrastructure setups making some forms of detection harder, as we anticipated. For example, while Insikt Group is still observing domains hosted on virtual private servers, there has been a push towards hiding the infrastructure behind Cloudflare. Overall, Insikt Group has observed less infrastructure in 2025 than in 2024, suggesting that activity has slowed, with changes in domain naming conventions making it harder to connect domains to specific regions and, thereby, customers.

Overall, this makes it more difficult to assess the level of activity associated with the observed Predator clusters. Using Recorded Future Network Intelligence, Insikt Group determined that the Mozambique-linked cluster, previously reported, remained active through at least late June 2025.

Furthermore, several Tier 4 servers in other clusters tied to Predator spyware customers continued to communicate with the Tier 5 infrastructure (see **Figure 18**). As of writing, customers assessed to be based in Saudi Arabia, Kazakhstan, Angola, and Mongolia were still observed communicating with Tier 5 infrastructure, suggesting continued activity. In contrast, customers in Botswana, Trinidad and Tobago, and Egypt ceased communication in June, May, and March 2025, respectively. This may indicate that these entities discontinued their use of Predator spyware around those times; however, it is also possible that they merely modified or migrated their infrastructure setups.

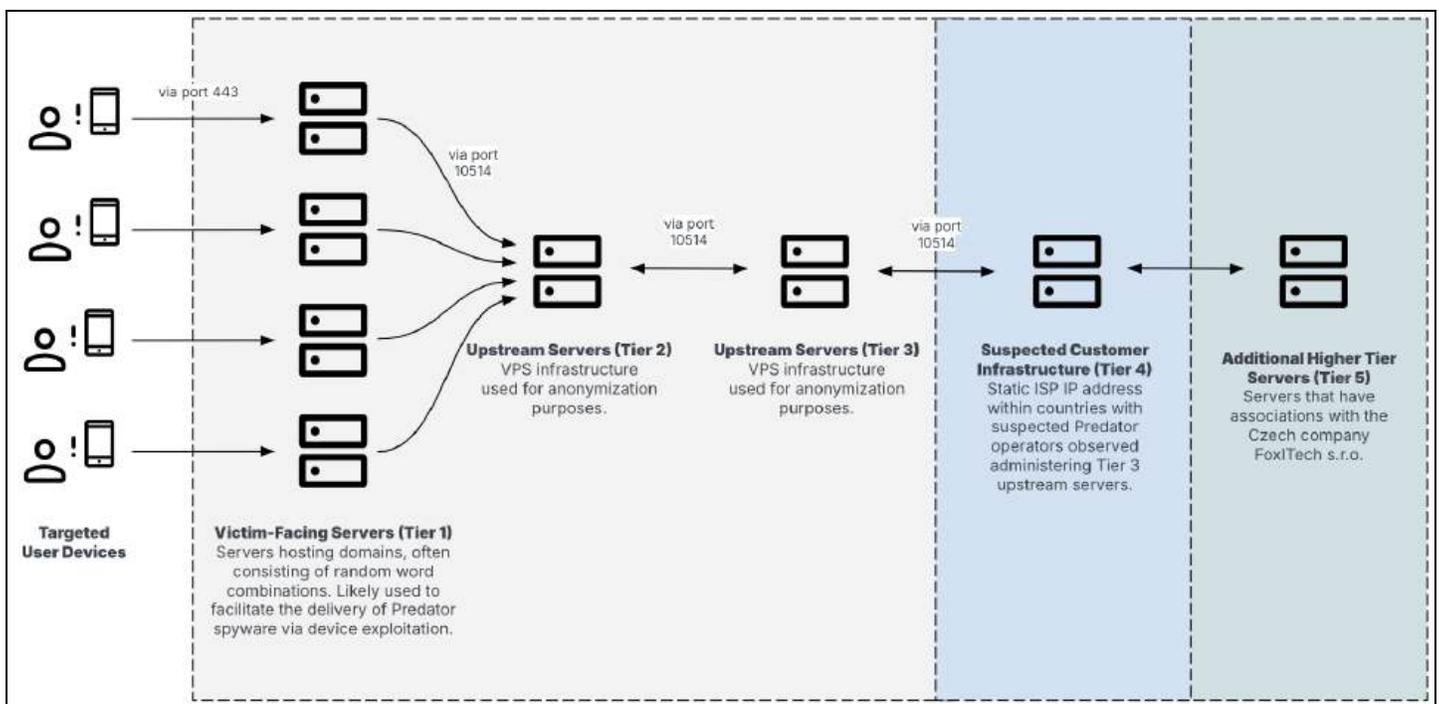


Figure 18: Multi-tiered infrastructure linked to Predator (Source: Recorded Future)

Additional Evidence Supports Operational Presence in Iraq

Insikt Group previously observed that Predator-related domains often included keywords or naming patterns that could offer insight into their targeting or associated customers. Drawing on this observation, and in combination with Recorded Future Network Intelligence, Insikt Group had, for instance, historically [assessed](#) Predator activity in Iraq, identifying multiple domains likely referring to communities or groups linked to the Badini dialect spoken in the Badinan region of Iraqi Kurdistan. Notably, the first and fourth domains became active on the same day, while the second and third domains also appeared to have gone live around the same time. “Gardalul” is a documentary exploring the history of Kurds in Iraqi Kurdistan and the lives of the Peshmerga fighters during the Ba’ath regime.

Domain	IP Address	First Seen	Last Seen
badinigroup[.]com	38[.]180[.]54[.]77	2024-01-31	2025-01-22
keep-badinigroups[.]com	5[.]253[.]43[.]92	2024-07-01	2025-07-01
gardalul[.]com	45[.]86[.]231[.]8	2024-07-02	2025-06-29
birura[.]com	89[.]150[.]57[.]85	2024-01-31	2025-01-24

Table 1: Domains and IP addresses likely linked to a Predator customer located in Iraq (Source: Recorded Future)

More specifically, Insikt Group observed network communications between the Tier 5 infrastructure, described in greater detail in Insikt Group’s June 2025 report on Predator, and a static internet service provider (ISP)-assigned IP address geolocated in Iraq. The communication pattern matched that typically observed between Tier 4 servers and Tier 5 infrastructure in other Predator deployments.

In addition, Insikt Group identified suspected victim traffic originating from Iraqi IP space to at least one Predator Tier 1 server, specifically 169[.]239[.]129[.]23, which hosted the domain *appointment[.]jio* on April 8, 2024. Although Insikt Group has not yet observed a complete communication chain linking Tier 1 through Tier 5, Insikt Group assesses with medium confidence that there is a Predator spyware customer located in Iraq, and that this customer likely remains operational in 2025.

For context, Iraqi authorities, specifically the Counter-Terrorism Service (CTS), previously [sought](#) to procure Hacking Team’s “RCS/Galileo” spyware around 2014 and 2015, as revealed through leaked correspondence in which an “Iraq government representative” requested to “test” the company’s phone-hacking solution, suggesting a direct procurement attempt. A leaked client renewal spreadsheet also [listed](#) “INTECH-CONDOR K — Iraqi Kurdistan” as active (renewal dated June 30, 2015), indicating an operational deployment in the Kurdistan Region of Iraq (KRI) via a reseller. Supporting this, German media [reported](#) that spyware had been supplied to Kurdish authorities in northern Iraq under the codename “Condor.” The government of Kurdistan has also been [linked](#) to other spyware sales, such as through the intermediary Ben Jamil.

Suspected Activity in Pakistan

Insikt Group identified infrastructure indicators likely associated with the use of Predator spyware linked to Pakistan. However, based on the identified indicators, it remains unclear whether these were deployed against targets within or connected to Pakistan, or whether a customer was operating from Pakistan. Based on the identified infrastructure indicators, Insikt Group assesses that the targeting likely focused on individuals located in or connected to the Balochistan region.

Mitigations

- Leverage indicators of compromise (IoCs) to identify potential past or ongoing infections and use the Recorded Future® Intelligence Cloud to monitor for Predator or other malware.
- Adopt a collective security mindset by remaining vigilant about both your own exposure and that of colleagues, friends, and family who may be targeted indirectly.
- Exercise heightened caution toward spearphishing attempts, verifying unexpected messages or attachments before engaging with them.
- Limit the use of unnecessary applications to reduce your device's attack surface and minimize exposure to malicious or compromised software.
- Keep mobile devices fully updated by promptly applying operating system and app patches to mitigate known security vulnerabilities.
- Enable Lockdown Mode where available to strengthen device defenses against advanced spyware and exploit-based attacks.
- Use ad-blocking and restrict ad-tracking identifiers to reduce exposure through malicious advertising and tracking-based attack vectors.

Outlook

Insikt Group's latest research provides a deeper look into Intellexa's corporate network, revealing a web of interconnected entities that likely serve distinct operational purposes. Despite mounting public exposure and international measures intended to limit its proliferation, Intellexa remains active, illustrating how resilient and adaptable the mercenary spyware industry has become. The findings also highlight that tracking and analyzing advanced spyware like Predator is increasingly complex, not only due to evolving exploit and delivery techniques but also because of the opaque global corporate structures that enable and obscure such operations. This comes with a broader proliferation of such capabilities making once-exclusive offensive technologies far more widely available. In an era of global fragmentation, conflict, and power shifts, demand for these capabilities continues to grow, as intelligence on individuals' activities, thoughts, and creations becomes an instrument of political, economic, and social control.

Looking ahead, while not comprehensive, Insikt Group assesses that several key patterns are shaping the trajectory of the spyware ecosystem. A process of balkanisation is clearly underway, with companies increasingly dividing along geopolitical lines: Some previously sanctioned entities are

seeking legitimacy and access to Western markets through acquisitions (1, 2), while others are turning toward regions with less oversight. This fragmentation is accompanied by constant market turnover, as newly established or rebranded firms emerge to replace sanctioned or defunct entities, often functioning as fronts or continuations of the same underlying operations, making corporate and legal analysis increasingly critical for effective threat research. Despite these shifts, a core set of individuals and facilitators [remains](#) persistent, reappearing across different companies and serving as the enduring legal, financial, and logistical backbone of the industry. Meanwhile, industry challenges are intensifying: The high value of spyware technologies, particularly their exploit capabilities, and the secrecy surrounding them fuel risks of corruption, [insider leaks](#), and even attacks on the mercenary spyware companies themselves. Finally, the scope of targeting continues to widen beyond journalists, activists, and politicians to include corporate leaders and private-sector figures, as evidenced by cases involving Predator in Greece and Paragon in Italy (1, 2). These developments suggest that what is publicly visible likely represents only a small portion of a much larger and largely concealed global ecosystem. An often underreported aspect is the high personal and professional cost victims face when speaking out, as doing so can jeopardize business relationships, sourcing opportunities (for example, in journalism), or trust (such as within the security community).

Together, these dynamics suggest a continuing evolution and diffusion of mercenary spyware operations, requiring sustained scrutiny, coordinated policy efforts, and improved technological and legal countermeasures to mitigate their global impact.

Appendix A: Indicators of Compromise (IoCs)

Domains:

badinigroup[.]com
 birura[.]com
 gardalul[.]com
 keep-badinigroups[.]com

IP Addresses:

5[.]253[.]43[.]92
 38[.]180[.]54[.]77
 45[.]86[.]231[.]8
 89[.]150[.]57[.]85

Appendix B: MITRE ATT&CK Techniques

Tactic: Technique	ATT&CK Code
Resource Development: Acquire Infrastructure: Domains	T1583.001
Resource Development: Acquire Infrastructure: Virtual Private Server	T1583.003
Resource Development: Acquire Infrastructure: Server	T1583.004
Initial Access: Spearphishing Link	T1566.002
Execution: Exploitation for Client Execution	T1203

Recorded Future reporting contains expressions of likelihood or probability consistent with US Intelligence Community Directive (ICD) 203: Analytic Standards (published January 2, 2015). Recorded Future reporting also uses confidence level standards employed by the US Intelligence Community to assess the quality and quantity of the source information supporting our analytic judgments.

About Insikt Group®

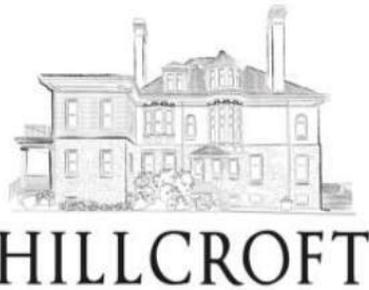
Recorded Future's Insikt Group, the company's threat research division, comprises analysts and security researchers with deep government, law enforcement, military, and intelligence agency experience. Their mission is to produce intelligence that reduces risk for customers, enables tangible outcomes, and prevents business disruption.

About Recorded Future®

Recorded Future is the world's largest intelligence company. The Recorded Future Intelligence Operations Platform provides the most complete coverage across adversaries, infrastructure, and targets. By combining precise, AI-driven analytics with the Intelligence Graph® populated by specialized threat data, Recorded Future enables cyber teams to see the complete picture, act with confidence, and get ahead of threats that matter before they impact your business. Headquartered in Boston with offices around the world, Recorded Future works with more than 1,900 businesses and government organizations across 80 countries.

Learn more at recordedfuture.com

EXHIBIT F



Mattie Moore
1 Wood Road
Wilmington, DE 19806
703-946-3704
M22strategies@gmail.com

February 19, 2026

Preservation of Evidence Letter/Litigation Hold

VIA EMAIL-LINKEDIN MESSAGE

Khasro Wasman
Aka Khasraou Wassman
Khasraou Office, Lebanon
Khasarou Office, Erbil
Kherbil@gmail.com
<https://www.linkedin.com/in/khasraou-khasraouoffice-7a970453>

Re: Preservation of Evidence, Moore v., Masrouf Barzani, Jonathon Moore, Theodore Kittila, et al., case: 1:25-cv-08218 (SDNY), Moore v. Kittila, et al., (Writ of Replevin) 26-92 (Delaware), Moore v. Moore, U.S. Court of Appeals, Third Circuit 25-2755.

Dear Mr. Wasman,

As the Plaintiff in the above-referenced litigation pending in the United States District Court Delaware and the Southern District of New York, this letter serves as notice you will be called as a witness and are in possession of information relevant to the above-referenced and future cases involving Masrouf Barzani, Mustafa Barzani, Waysi Barzani, Mansour Barzani, Jonathon Moore, Afan Omar Sherwani, and other defendants currently named in litigation in the United States; this includes possible actions in the European Union and the U.K.

As a non-party (at this juncture) and prospective witness who may have custody or

control of evidence relevant to this case, I hereby notify you of your legal and ethical obligation to preserve all documents, electronically stored information (ESI), and other materials that may be relevant to this litigation. This litigation involves allegations of a conspiracy of identification concealment, to launder pilfered monies, evade significant U.S. tax obligations, and facilitate related unlawful acts, harassment, extortion, violations of OFAC sanctioned related to Iran and other entities recently expanded by the U.S. Treasury, export-import violations in the procurement of illicit technology “spyware” commercially known as Pegasus or Predator, requiring DOD approval and waivers and illegal in the United States for private use; all detailed in the complaints. Related cases to which I am not a party include the District of Columbia, *Revend, et al., v. Masrouf Barzani, Moore, et al., Yakob v. Lalav Group Limited, et al., ASO, LLC (Sherwani, Barzani) v. HSS Development Group Limited*, and *Jamil v. Afan Sherwani, Halloran, et al.*, (SDNY) have overlapping cases, defendants, and witnesses which include Mr. Kittila, Mr. Green, and Halloran, et al.

Scope of Preservation

You are directed to preserve, without deletion, alteration, or destruction, all materials, whether in physical or electronic form, in your possession, custody, or control that are potentially relevant to this litigation due to your firm’s relationship with Masrouf Barzani, Mustafa Barzani, Waysi Barzani, Muksi Barzani, Mansour Barzani, Masoud Barzani, Jonathon Moore, Afan Omar Sherwani, Theodore Kittila, William Green, Halloran, Farkas, Kittila, LLP, Law Offices of Jonathon Moore, Ingomar Fiduciary Services, Inc. and related subsidiaries, Golden Eagle Global, Inc. and subsidiaries. This includes, but is not limited to:

1. All communications, including emails, memoranda, letters, or other correspondence, involving the above including Masrouf Barzani, Massoud Barzani, Muksi Barzani, Mansour Barzani, Sirwan Barzani, Korek, ASO, LLC, Afan Omar Sherwani, ASO1, LLC, Sarwar Pedawi, Ster Group, Jonathon Moore, Law Offices of Jonathon Moore, Ingomar Fiduciary Services, Inc., and related companies, Intellexa and related subsidiaries (I attach Exhibit A for your review and include all names and related companies in this request), or other related parties, concerning financial transactions, shell entities, cross border wire transfers, nominee accounts, or any activities related to the alleged concealment, money laundering, or tax evasion scheme (18 U.S.C. § 1956(a)(1)(B)(i); 26 U.S.C. § 7201) or other evidence related to the dispute and involving any or monetary transaction. All contracts and vendor shipments arranged by you to Singapore, Luxembourg, Kurdistan, Milan, and other countries as stipulated in Attachment A.
2. All communications, including notes, emails, memoranda, letters, or other correspondence of or involving the above and all communication related to Plaintiff’s complaints, bank accounts, financial transactions, shell entities, cross border wire transfers, nominee accounts, or any activities related to the alleged concealment, money laundering, or tax evasion scheme (18 U.S.C. § 1956(a)(1)(B)(i); 26 U.S.C. § 7201) and

illicit procurement of Predator, Intellexa equipment and subsidiaries as mentioned in Attachment A and Rhaine Dylan Knox, Newco, Admintech (South Africa).

3. Financial documents, including contracts, payment logs, bank records, or invoices, related to transactions involving the above including all documents and information obtained or shared with all persons above relating to the transaction procurement and enforcement of illicit technology contracts from 2022 to the present currently pending in SDNY and listed for all years to the present in Attachment A.
4. Any documents or ESI, related to the above including information on Plaintiff Moore, all information including names Mahtaub Moore, Mattie Lolavar, Mattie Moore, from Theodore Kittila, William Green, Jonathon Moore, ASO, LLC, Masrou Barzani, Muksi Barzani, Law Offices of Jonathon Moore, Golden Eagle Global, Inc., and its subsidiaries, Mansour Barzani, Haval Dosky, Halloran, Farkas, Kittila, LLP including but not limited to data or data compilations stored in any medium from which information can be obtained, including encrypted text messages, from your association with the above including data or data compilations stored in any medium from which information can be obtained, including encrypted text messages, including communications or records related to the above-mentioned transaction. Metadata associated with electronic documents, including creation dates, modification records, and access logs. This includes disabling any auto-deletion or ephemeral messaging settings and preserving associated metadata, such as timestamps and sender/receiver information. This obligation extends to all formats, including paper documents, emails, text messages, cloud-based storage, databases, and other ESI, whether stored on personal or professional devices, servers, or third-party platforms, including those held by accounting firms or other agents.

Legal and Ethical Duty

Your duty to preserve evidence arises under federal law when litigation is reasonably anticipated (*Zubulake v. UBS Warburg LLC*, 220 F.R.D. 212, 218 (S.D.N.Y. 2003)) and is reinforced by New York Rules of Professional Conduct, which prohibits attorneys from unlawfully obstructing access to evidence or destroying material with potential evidentiary value. Given Mr. Moore's recent June 18, 2025 testimony in Delaware, under oath, indicating past and intended destruction of relevant documents by him, the coercive removal of a Dell server properly subpoenaed in *Iraq Telecom Limited, et al, v. Korek* , the pending ASO, LLC Afan Shermeni, Barzani spyware case in the Southern District of New York as reported by the *Daily Beast* and *Intelligence Online, Government Accountability Project*, and the potential relevance of documents on the allegations as mentioned in this letter, requires immediate preservation and is critical to prevent spoliation. This request is made as public records demonstrate you were involved at a deep level as published here:

https://www.welt.de/wirtschaft/article144017893/Hacking-Team-Deutsche-versorgten-Kurden-mit-Sionagesoftware.html?utm_source=chatgpt.com

Preservation Steps

To comply with this request, you must:

- Suspend any document destruction policies, including auto-deletion settings for emails or electronic files.
- Identify and secure all relevant documents and ESI in your possession, custody, or control, including those held by your former or current law firm, employees, or third parties (e.g., cloud providers).
- Notify any employees, agents, or associates who may have relevant materials to preserve them.
- Maintain metadata and ensure that documents are not altered during collection or storage.
- Maintain all shipping and vendor lists and equipment related to Attachment A and the article from Germany.

Should you have any questions or require clarification regarding the scope of this request, please contact me. I fully expect a cyber compromise as a result of this preservation of evidence letter, and recommend you refrain from such illicit activity.

Kind regards,

/s/Mattie Moore

Enclosures: Attachment A

EXHIBIT A

The Wayback Machine - <https://web.archive.org/web/20190719151620/http://nnsroj.net/detiles.aspx?id=70678>

رۆژهه‌لاتی کوردستان: مانگرتن
به‌رفراوانتر ده‌بیت
(detiles.aspx?id=60567)

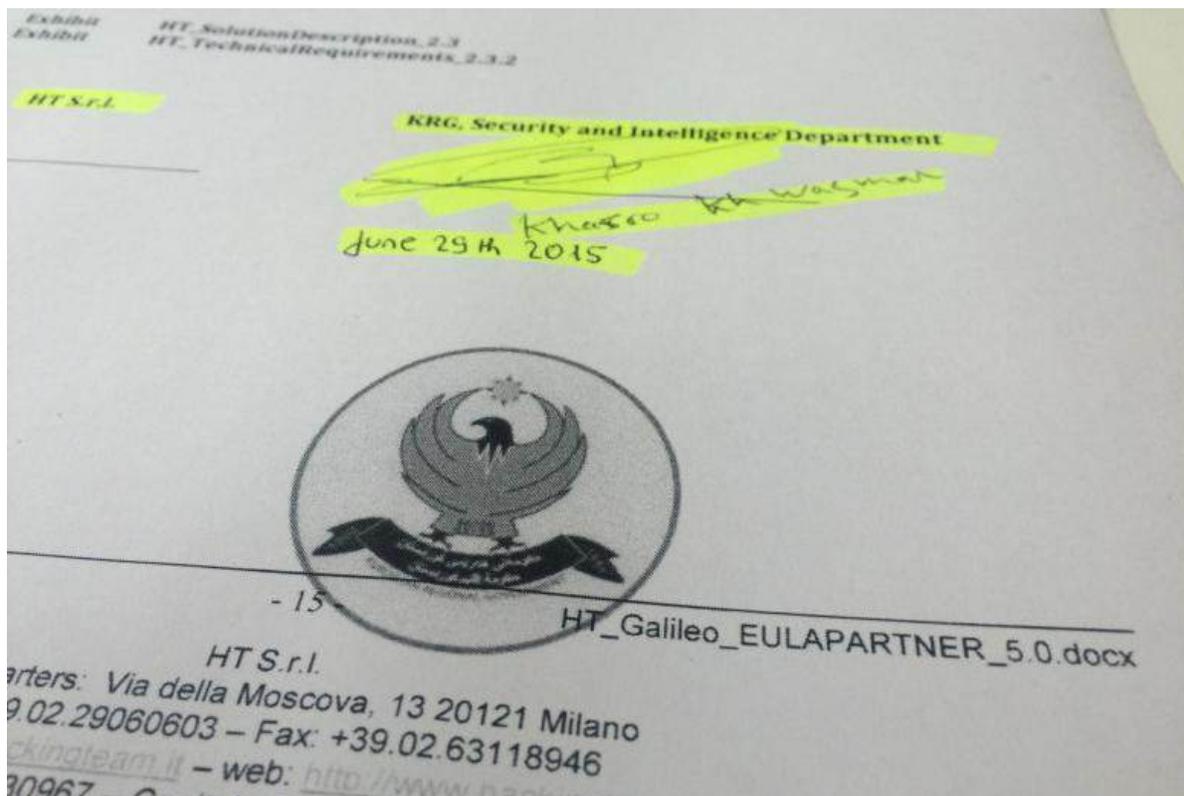
له شه‌ری نازهر بایجان و
ئه‌رمه‌نستانه‌وه تا وازه‌پنانی
وه‌زیره‌ تورکه‌که‌هی سوید
(detiles.aspx?id=60566)



بایه‌تی گهرم:

"کوندور- CONDOR": نهیئیی ساختهکاری له پرۆسه‌ی ده‌نگدان له هه‌ریمی کوردستان

Tuesday, May 15, 2018 ①



ئاماده‌کردنی: عه‌ممار گوئی

وڵاتی عراق که هیش‌تاش گیرۆده‌ی کۆمه‌لێک کێشه‌ی ئەمنیه‌وه ده‌نالیئنی له هه‌وڵدانایه له یه‌که‌مین ئەزموونی دیموکراتی دوا‌ی داعش سیمایه‌کی جیاواز له خۆی به جیهان نیشان بدات. به‌رپۆه‌چوونی هه‌لبژاردن سه‌ره‌پای هه‌موو مه‌ترسیه‌کان له روانگه‌ی زۆریک له چاوه‌دێرانی هه‌لومه‌رجی عراق هه‌نگاوێکی گرینگه بۆ تێپه‌راندنی ئەم وڵاته له قه‌یران و شه‌ری ناوخۆیی ئەو سالانه‌ی دوا‌ی.

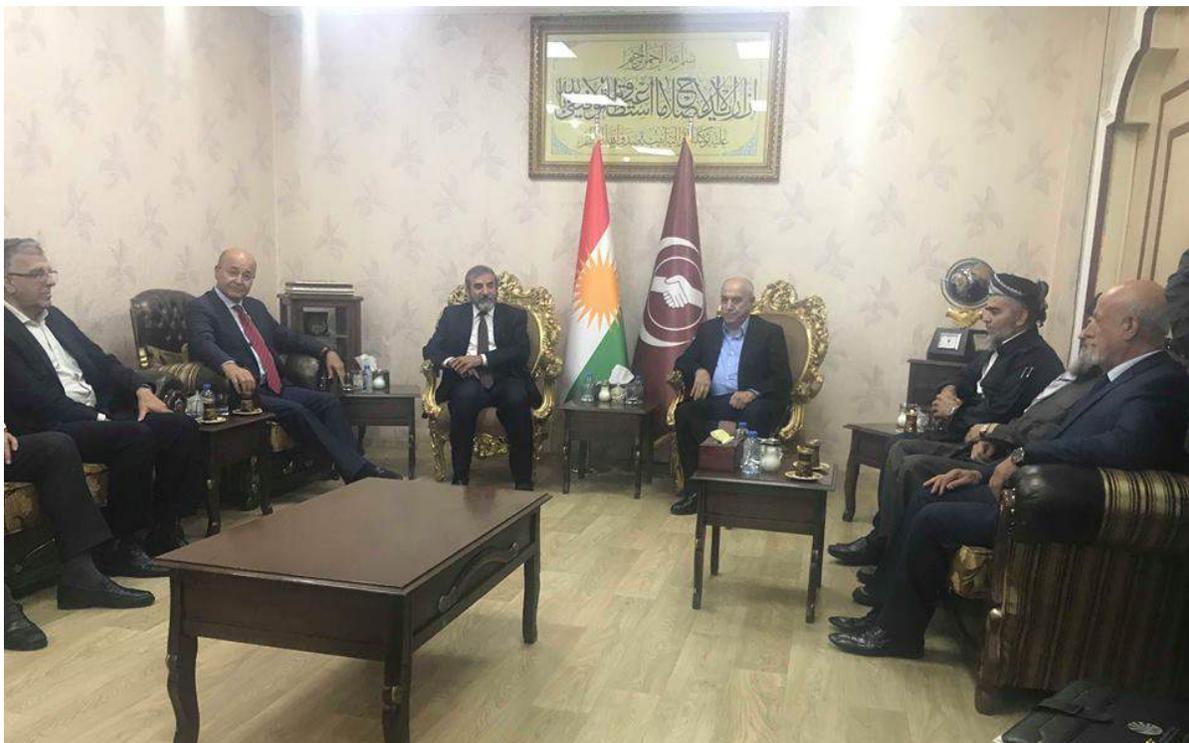
بەلام هاوكات بەرپۆهچوونى هەلبژاردن و كەلك وەرگرتن له سيستمى ئەليكترونى بۆ دەنگدان و راگەياندى ئەنجامەكان خۆى بووئەتە سەر ئىشەيهكى نوئى بۆ ئەم ولاتە و ئەم پرسىيارە دىئىتە ئارا كە ئايا ئەم سيستمە مە تواناي پارىگارى كردن له دەنگى دەنگدەرانى هەيه يان نا؟ وادىيارە ولامى ئەم پرسىيارە بەلانى كەمەوه له هەريئى كوردستان مشت و مريكى زۆر لەگەل خۆيدا دىئى.

هەر رۆژىك دواى بلاو بوونەوهى ئەنجامە بەراييهكانى هەندىك له ناوئەندەكانى دەنگدان له هەريئى كوردستان و عراق، چەندىن حزب خوازىارى ژماردەنەوهى دوو بارەى دەستى دەنگەكان بوون و چەندىن حزبىش كۆى گشتى پرۆسەى هەلبژاردنەكەيان رەت كردهوه و داواى دووبارە كردنەوهى هەلبژاردن دەكەنەوه.

ئىوارەى رۆژى دووشەمە ١٤ جويلای، شەش لايەنى هەريئى كوردستان سەرەراى قەبوول نەكردنى ئەنجامە بەراييهكان بە هەلوپىستىكى هاوبەش هەردوو حزبى يەكەتى نىشتمانى كوردستان و پارتى ديموكراتى كوردستانيان تۆمەتبار كەرد بە دەست تىوهردان له ئاكامى هەلبژاردنەكان و هاك كردنى سيستمى ئەلەكترونى دەنگدان بۆ گۆرپى ئەنجامەكان له بەرژەوئەندى خۆيان.

سەرکردەكانى هاوپەيمانى بۆ ديموكراسى و دادپەروەرى، گۆران، يەكگرتوو، كۆمەل، بزوتنەوهى ئىسلامى و حزبى شىوعى له مەكۆى سەرەكى يەكگرتوو دواى چەندىن كاترئىمىر و توىژ سەبارەت بە ئاكامى هەلبژاردن، له بەيانىكى هاوبەشدا رايانگەياند كە " پرۆسەى دەنگدانە ئەليكترونىيەكە رپوبەرووى دەستىوهردان و ساختەكارىهكى بەرنامە بۆ دارىژراوى پيش وەختە بووئەتەوه" و داواى هەلوەشانهوهى هەلبژاردن و سەرله نوئى بەرپۆهچوونى ئەو پرۆسەيهيان كەرد.

له بەشكى راگەيندراوئەكەدا هاتووئە كە ئەوان "بە دوور له هەر جۆرە توند و تىژىهك، هەموو رىكارە سياسى و ياساى و مەدەنىهكان دەگرپنە بەر."



ئەو لايەنە جەختيان كەردوووەتەووە كە ئەو ئەنجامانەى كە لە سىستەمە ئەلەكترونيەكەووە وەرگىراون، لەگەڵ ئەنجامە راستەقینەكانى نيو سەندوووقەكانى دەنگدان يەك ناگرەنە و بە ئاشكرا لە بەرژەو دەندى هەندى لايەنى سىياسى دەسكارى كراون.

بەرھەم سألح سەرۆكى ھاوپەيمانى بۆ ديموكراسى و دادپەرورەى دەستكارى كردنى ئەنجامەكانى بە پىلانگىرى وەسف كەردوووە و جەختيشى كەردوووەتەووە و گوتووويەتى:

" ئيمە لە ھاوپەيمانى بەروونى رايدەگەيەنين كە ئەو دەرئەنجامەى راگەيەندراووە، بە ناراستى دەزانين و بە قازانجى دەسەلات گەمەى پىكراووە، بۆيە گومانى جددى دەخاتەسەر پرۆسەى ھەلبژاردن لە هەريئى كوردستان و كەركوك و ناوچە دايرىندراووەكان."

بە گوپرهى راپۆرتەكان نارهزايەتيەكان زۆرتەر لە سنوورى هەريئى كوردستان و كەركوك و پاريزگای نەينەوا بوووە و لە بەشەكانى تری عراق، سەرەپای بوونى سكالای لايەنەكانىتر، نارهزايەتى و سكالای لايەنەكان سەبارەت بە ھاك كردنى سىستەمى ئەلەكترونيكى ھەلبژاردن يان نە بوووە يانيش زۆر كەم بوووە.

ئەگەرى ھاك كردنى سىستەمى ئېلېكترونى دەنگدان لە هەريئى كوردستان

پيش بەرپۆوەچوونى ھەلبژاردنى پەرلەمانى عراق، كومىسيۆنى بالای سەرەخۆى ھەلبژاردنەكانى عراق چەندين جار دانيایى دا بوو بە ھا ولاتيان و حەز بەكان كە تە واوى ريكارە پيوستەكانيان گرتوووەتە بەر و ھاك كردنى سىستەمى ئېلېكترونى دەنگدانيش كارىكى ئاسان نيه.

بە وتەى بەپرسانى كومىسيۆن، سىستەمى دەنگدان درووست كراوى كومپانیايەكى كوریاى باشوور بە ناوى "MIRO". كۆمىسيۆنەكە ئەوھى رايجەياندبوو كە ئەو ئامپرانە كە بەكار ھاتوون پاريزراون و ھاك كردنيان زۆر زەحمەتە. ھاوكات لە ئەگەرى درووست بوونى ھەرچۆرە كيشەيەك لە پرۆسەى دەنگدان يانيش ژماردنەى دەنگەكان، دەكرى دەسبەجى ئامپرە پەككەوتوووەكە جيگۆرپكى پى بكرىت و دەنگى دەنگدەران بپاريزرىت.

كومىسيۆن رايجەياندبوو ساختەكارى لە پسوولەى دەنگدان ئاستەمە و ھەموو دەنگەكان دەبى لەگەڵ سىستەمى زانىارى كەسانى دەنگدەر بەكانگىر بن و لە ئەگەرى يەكانگىر نەبوونى داتاكانى ھەردوو ئامپرە كە و كارى دەنگدان، دەنگەكان بەتال دەبنەووە.

كۆمىسيۆنەكە راشيگەياندبوو كە ئامپرە بەكار ھاتوووەكان خاوەن سىستەمى چاوەديرى مانگى دەستكردن و دەنگەكان سات بە سات لە ريگەى مانگى دەستكردووە ھەوانەى سى ناوھندى كومىسيۆن لە بەغداد دەكرىن و لەوى كۆدەكرىنەووە.



سه‌رۆکی تۆپی شه‌مسیش پێش هه‌لبژاردنه‌کان د‌نیا‌یی دابوو له‌یه‌نه‌کان که ده‌نگه‌کان پارێزراو ده‌بن و ته‌واوی زانیاریه‌کان کۆد ده‌کری‌ن و ته‌نیا کومیسێۆن توانای خوێندنه‌وه‌ی داتا‌کانی ده‌بیت.

سه‌ره‌رای هه‌موو د‌نیا‌یه‌کانی کومیسێۆن و ده‌وله‌تی ناوه‌ندی عراق، ئهم پرۆسه‌یه و ئه‌نجامه به‌راییه‌کان به‌لانی که‌مه‌وه له هه‌ریمی کوردستان و ناوچه داب‌رێندراوه‌کان وه‌ک که‌رکوک له لایه‌ن حزبه‌کان و لایه‌نه سیاسیه‌کانه‌وه پرسیا‌ری خراوه‌ته سه‌ر و قه‌بوول نه‌کراوه.

ته‌واوی حزبه کوردستانیه‌کان به پارتی و به‌کیه‌تیشه‌وه دژ به ئه‌نجامه به‌راییه‌کانیان ناره‌زایه‌تیان ده‌برپوه و سکالای خۆیان گه‌یاندوو‌ته کومیسێۆنی بالای سه‌ربه‌خۆی هه‌لبژاردنه‌کان.

لایه‌نه‌کانی ئۆپۆزیسیۆن له‌و پرۆیه‌دان که پارتی و به‌کیه‌تی ئه‌نجامه درووسته‌کانیان له رێگه‌ی ها‌ک کردنی سیسته‌می ئی‌لێکترۆنی ده‌نگدانه‌وه له به‌رزه‌وه‌ندی خۆیان گۆرپوه.

زۆرتین ناره‌زایه‌تیه‌کان پرۆیه‌په‌رووی ئه‌و ئه‌نجامه‌نه‌که‌وه که دوابه‌دوای ده‌نگدان و له رێگه‌ی سامپیلێ چاپ کراوی سندو وقه‌کانه‌وه دراوه به لایه‌نه‌کان. به و ته‌ی لایه‌نه‌کان له ب‌رێک له ناوه‌ندی ده‌نگدان، کاتێک ده‌نگه‌کانی نێو سندو وقه‌کان ژمێردراون زۆر جیا‌واز بووه له‌گه‌ڵ ئه‌و سامپیلانه‌که‌ پێشتر ته‌سلیمی لایه‌نه‌کان کرابوو.

هاوکات هه‌ردوو حزبی به‌کیه‌تی و پارتیش که تۆمه‌تبارن به ده‌سکاری ئه‌نجامه هه‌لبژاردنه‌کان، له هه‌ولێر و سلێمانی دژ به به‌کتر سکالایان گه‌یاندوو‌ته کومیسێۆنی بالā.

ته‌واوی ئه‌م ناره‌زایه‌تیانه له کاتیکدا‌یه که تا ئیستا هێچ لایه‌نێک به‌لگه‌ی پتووستی سه‌باره‌ت به ساخته‌کاری له

نهجامی هه لېژاردنی بهرله مان به فهرمی بلاو نه کردووه ته وه.

به لام سهره پای هه موو نه مانه سیستمی دھنگدانی نه لکترونی بڼ کیشه و گرفت نه بووه و پېشتریش چه ندین کومپانیای سایبری دوا به دوا ی تاقیکردنه وهی سیستمگه لیکي هاوشیوه جهختیان له نادلنیایی نهو سیستمه مانه کردووه ته وه.

له سالی ۲۰۰۸ زانایانی زانکوی پرینستونی ولایه ته به کگرتووه کانی نه مریکا توانیوویان به هاگ کردنی سیستمی دھنگدانی نه لکترونی نهجامه کان به بڼ نهوهی کهس پی بزانی بگورن و دھنگه کانی بهرېژیریک بخرنه سه به تهی بهرېژیریکي تره وه.

نه دروو پاؤل که سهرپه ره شتی نه م لیکولینه وهیهی کردبوو له وتووژیکدا له گه ل سایتی نهو زانکویه <https://web.archive.org/web/20190719151620/https://www.princeton.edu/news/2016/10/28/qa-appel-how-make-sure-every-vote-counts> دھنگدان نادلنیان" و ده کرئ هاگ بکرین. هاوکات رایگه یان دبوو که " بو ره واند نه وهی نه م کیشه یه ده بی هاوکات که لک له پسوولهی کاغزی و سکانتیر وهر بگیریت."

ریبازی کار کردنی سیستمی سکان به و جوړه یه که دھنگه کان پېش نه وهی بچنه ناو سندووقی دھنگدان، له ریگای نامیریکه وه سکان ده کرین و نهجامه کهش ره وانه ی ناوه ندی سهرکی ده کریت، هاوشیوهی نهو سیستمه می که کومیسسیونیش که لکی لی وهر گرتووه.

سهره پای هه موو نه م ریکارانه دیسان زانایانی کومپیوتهر لهو پروایه دان به م جوړه ریبازانه ناکرئ پېش به هاگ کردنی سیستمی نه لکترونی دھنگدان له لایه ن هاکیره کانه وه بگیریت.

به و تهی و تهی لیکولهریکي زانستی کومپیوتهر [//web.archive.org/web/20190719151620/https://www.csoonline.com/article/3269297/security/online-voting-is-impossible-to-secure-so-why-are-some-governments-using-it.html](https://web.archive.org/web/20190719151620/https://www.csoonline.com/article/3269297/security/online-voting-is-impossible-to-secure-so-why-are-some-governments-using-it.html) له ولاتی که نه دا، دابین کردنی نه منیه ت بو هه لېژاردنی ئونلا یین زور مه حاله و ها که ره کان ده توانن به هاگ کردنی توری داتا کان نهجامه کان بو لای خو یان راکپشن و گورانیان به سهردا بیتن.

به و تهی نه م پسرپوره نهو کودانه که یه که له دوا ی یه که له شوینیکه وه بو شوینیکیتر دهنیردرین، له به شیکي زوری سیرقیرره کان بوونیان هه یه و ها که ره کان ده توانن به سانایی و به هاوژا هه نگی له گه ل که سیک که دست راگه یشتنیان هه یه به سیرقیرره کان، کوده کان دهس بخرن و هه موو سیستمه که هاگ بکن.

به جوړیک که به گوینگرتن له توری زانباریه کان، نهو داتا یانه ی که دهنیردرین راده کپشرین و دوا ی دهسکاری کردنیان جاریکیتر ره وانه ی شوینی مه به ست ده کرینه وه.

به گوپره ی نهو زانباریه که له لایه ن ئوپوزیسیونه وه رایانگه یه ندراون، له نه گهری سه مانندی هاگ کرانی سیستمی دھنگدان، نه گهری نهوهی که ها که ره کان له ریبازگه لیکي هاوشیوه که لکیان وهر گرتیبت زوره.

نایا له هه یمی کوردستان توانای هاگ کردنی سیستمی دھنگدان هه یه؟

وادهدهکهوېت که ههړیمی کوردستان و بهتایهت دوو حزبی یهکیهتی و پارتی خاوهن ئیمکانات و ژېرخانی پېویست بۆ هاک کردنی سیستهمی دھنگدانی ئه لکترونی نه بن.

هاوکات شارهزایان لهو بروایه دان که به شیک له ولاتانی ناوچه که وهک ئیران، تورکیا و روسیا به هوی بهرزه وهندی هاوبهش له گه ل دوو حزبی خاوهن دهسه لات، سیستهمی دھنگدانیان له بهرزه وهندی ئه و دوو حزبه هاک کردییت و ئه نجامه کانیان گوړیپیت.

سه ره پای هه موو ئه مانه ده بی بوتریت که حکوومه تی ههړیمی کوردستان له چند سالی رابردوودا هه ولی داوه ژېرخانه کانی خوی له بواری جهنگی ئه لکترونی و سیخوړیدا به که ل وهرگرتن له ته کنه لؤزیای سهردهم به هیتر بکات.

له مانگی جوولای سالی ۲۰۱۵ سیتی ویکیلیکس زیاتر له یهک ملیون به لگه و ئیمه یلی کۆمپانیایی ئیتالی به ناوی " Hacking Team" بلاو کرده وه. ئه م کۆمپانیایه پشتر خوی رایگه یاندبوو که به هوی هیرشی سایبریه وه زیاتر له ۴۰۰ گیگا بایت له زانیاریه کانیان دزراوه.

ئه م کۆمپانیایه له سالی ۲۰۰۳ له شاری میلانی ئیتالیا و له لایه ن دوو پرۆگرامیره وه دامه زراوه و زۆتر له بواری فروشتنی ئامیره کانی دزه کردن، چاودیتری و سیخوړیکردن به دهوله تان چالاکه. ئه م کۆمپانیایه له پیناسه کردنی خویدا ده لیت که؛ "ئهو ئامیر و پرۆگرامانه که به ره می ئه هین له شهس قاره ی جیهاندا دژ به جنایه تکاران به کار دین."



کۆمپانیای "Hacking Team" به که لک وهرگرتن له پلاتفۆرمگه لپک له چه شنی "داوینچی" و "گالیلو" ئه و ده رفه ته بۆ مۆشته ریه کانی ده ره خسینیت تا له ریگه ی ئه و سیسته مانه وه که له ریگه ی دووره وه کۆترو ل ده کرین چاوه دیتری هاو لاتیان و ئامانجگه لپکی تایهت بکه ن.

بۆ نمونه:

له ریځه‌ی پرۆگرامگه‌لی "که‌ی لاگپږ"

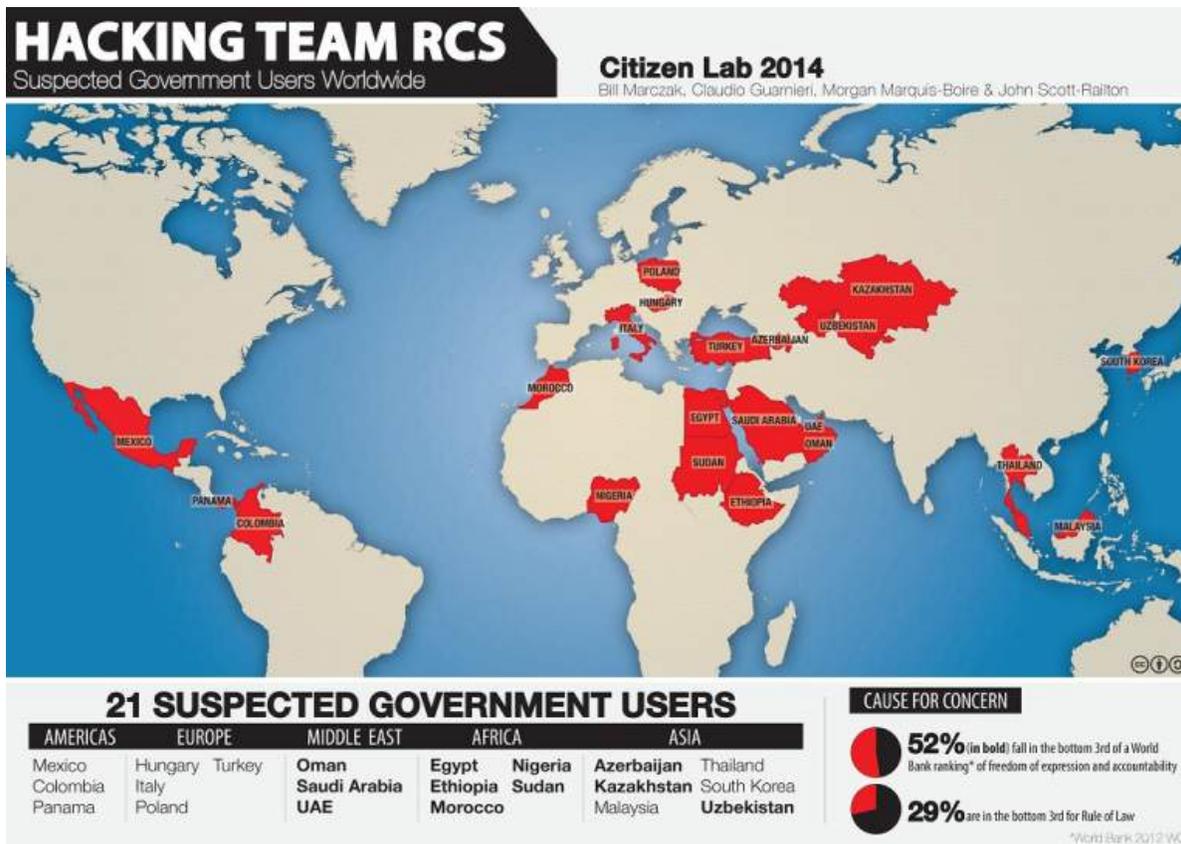
کو کردنه‌وه‌ی نه‌یښی ټیمه‌یل، مه‌سه‌یج و میژووی په‌یوه‌ندیه‌ ته‌له‌فونیه‌کان گه‌ران به‌ نیو داتا‌کان و میژووی زانیاریه‌کانی ټامپره‌ ټیلکترونیه‌کان و هاوکات گرتنی سکرین شات له زانیاریه‌کان کو کردنه‌وه و تۆماری ته‌واوی په‌یوه‌ندیه (دیمه‌ن و ده‌نگ) له ریځه‌ی ټیس دی کارته‌وه بۆ ده‌رباز کردنی کو‌دینگی کو‌بوونه‌وه سکا‌پیه‌کان

که‌لک وه‌رگرتن له میکروفونی ټامپره‌ ټلکترونیه‌کان بۆ گوڤ گرتن و سیخو‌پیکردن ټاکتیف کردنی کامپرای موبایل و کو‌مپیوتیر

چاوه‌دپیری کردنی هاو‌لاتیان و ټامانجه‌ تایبه‌ته‌کان له ریځای هاک کردنی سیسته‌می GPS ی موبایله‌کان شکاندن و ده‌سخستنی ژماری نه‌یښی تۆری وای فای WiFi

کو‌مپانیای "Hacking Team" له و سالانه‌ی دواییدا به‌ هو‌ی پیشک‌ه‌ش کردنی خزمه‌تگوزاری به‌ و‌لاتانه‌ی که مافی مرؤف پیش‌یل ده‌که‌ن وه‌ک سعو و دیه، به‌حره‌ین، ټیس‌رائیل، نازه‌ربایجان، سوودان و فه‌نزو‌پلا ره‌خنه‌ی زۆری ها‌تووه‌ته‌ سه‌ر.

دوا‌به‌دوای بلاو بوونه‌وه‌ی به‌لگه‌کان و ټیمه‌یله‌کانی ټهم کو‌مپانیایه‌ له‌ سالی ٢٠١٥، ده‌رکه‌وت که "Hacking Team" به‌پچه‌وانه‌ی هه‌موو به‌لینه‌کانی پیشووی و هاوکات داخو‌زیه‌کانی نه‌ته‌وه‌ په‌گرتووه‌کان، په‌یوه‌ندیه‌ بازارگانییه‌کانی خو‌ی له‌گه‌ل سوودان نه‌چراندووه‌ و به‌رده‌وام بووه‌ له‌ فرۆشتنی ټامپری سیخو‌پیکردنی به‌ و‌لاته‌.



٢١ و‌لاتی جیهان که ده‌وت‌ریت که‌لک له پرۆگرامی مه‌ودا دووری گالیو و‌ه‌رده‌گن

حکومته‌ی ئیتالیا له ساالی ۲۰۱۶ و دوابه‌دوای بډاو بوونه‌وه‌ی نهیښه‌کانی "Hacking Team"، فرۆشتنی هه‌رجۆره‌ی ئامپیریک‌ی سیخوړی‌کردن و چاوه‌ی دپړی‌کردن به و لا تازی دهره‌وه‌ی یه‌کیه‌تی ته‌ورو پای به وهر‌گرتنی مۆله‌تی پیویست له ده‌وله‌ت سنووردار کرد.

نهم کۆمپانیا‌یه دوابه‌دوای چه‌ند فه‌زیه‌یکی له‌م چه‌شنه، بۆ بډی‌کاریگه‌ر کردنی رښمایه‌کانی حکومته‌ی ئیتالیا و دوور کردنه‌وه‌ی سه‌رنجه‌کان له‌سه‌ر خۆی زۆریه‌ی گریبه‌سته‌کانی به‌نیوه‌ندگی‌ری کۆمپانیا‌یه‌کی سیهم و شاره‌زا و راوښکار له‌بواره‌کانی فرۆشتنی ئامپیری ته‌لکترونی به‌سته‌وه.

هاوکات به‌ گویږه‌ی نه‌و زانیاریانه‌ی بډاو بوونه‌ته‌وه
[https://web.archive.org/web/20190719151620/https://medium.com/@beyourownreason/revealed-](https://web.archive.org/web/20190719151620/https://medium.com/@beyourownreason/revealed-the-true-extent-of-hacking-team-contacts-across-europe-653ba00d95ce)
 the-true-extent-of-hacking-team-contacts-across-europe-653ba00d95ce له ریگی‌دوو راوښکاری ته‌لمانی به‌ ناوه‌کانی "سیمون تیوس" و "کلوس فایگمان"، پروگرامی سیخوړی "گالیلو" یان له ژب‌ر ناوی نهیښی "کوندور-CONDOR" فرۆشتووه به‌ نه‌جومه‌نی ئاسایشی هه‌ریمی کوردستان به‌ سه‌روکایه‌تی مه‌سروور بارزانی. هه‌ر نهم کۆمپانیا‌یه‌ی هاوکات هه‌مان ژب‌رخانی به‌ ناوی نهیښی "فالکون-FALCON" فرۆشتووه به‌ ده‌وله‌تی ناوه‌ندی عراق.

Name	Country	Name	Maintenance	Status	Negotiation
AFP	Australia	Australian Federal Police	-	Expired	-
AZNS	Azerbaijan	Ministry of National Defence	30/06/15	Active	
BHR	Bahrain	Bahrain	05/05/15	Not Active	double check
PHANTOM	Chile	Policia de Investigation	10/12/18	Delivery scheduled (end of november)	To be delivered
MDNP	Colombia	Policia Nacional Inteligencia	30/10/16	Active	
SENAIN	Ecuador	Seg. National de inteligencia	30/10/16	Active	
GNSE	Egypt	Min. Of Difence	31/12/14	Active	Renewal in progress (December 2014)
INSA	Ethiopia	Information Network Security Agency	31/10/15	Active	Additional sales in progress
HON	Honduras	Hera Project - NICE	30/04/15	Active	
INTECH-CONDOR	K Iraqi	Kurdistan Iracheno	30/06/15	Active	

٢٠١٥ ناکتيف و دۆخی پروگرامه‌که له ساالی

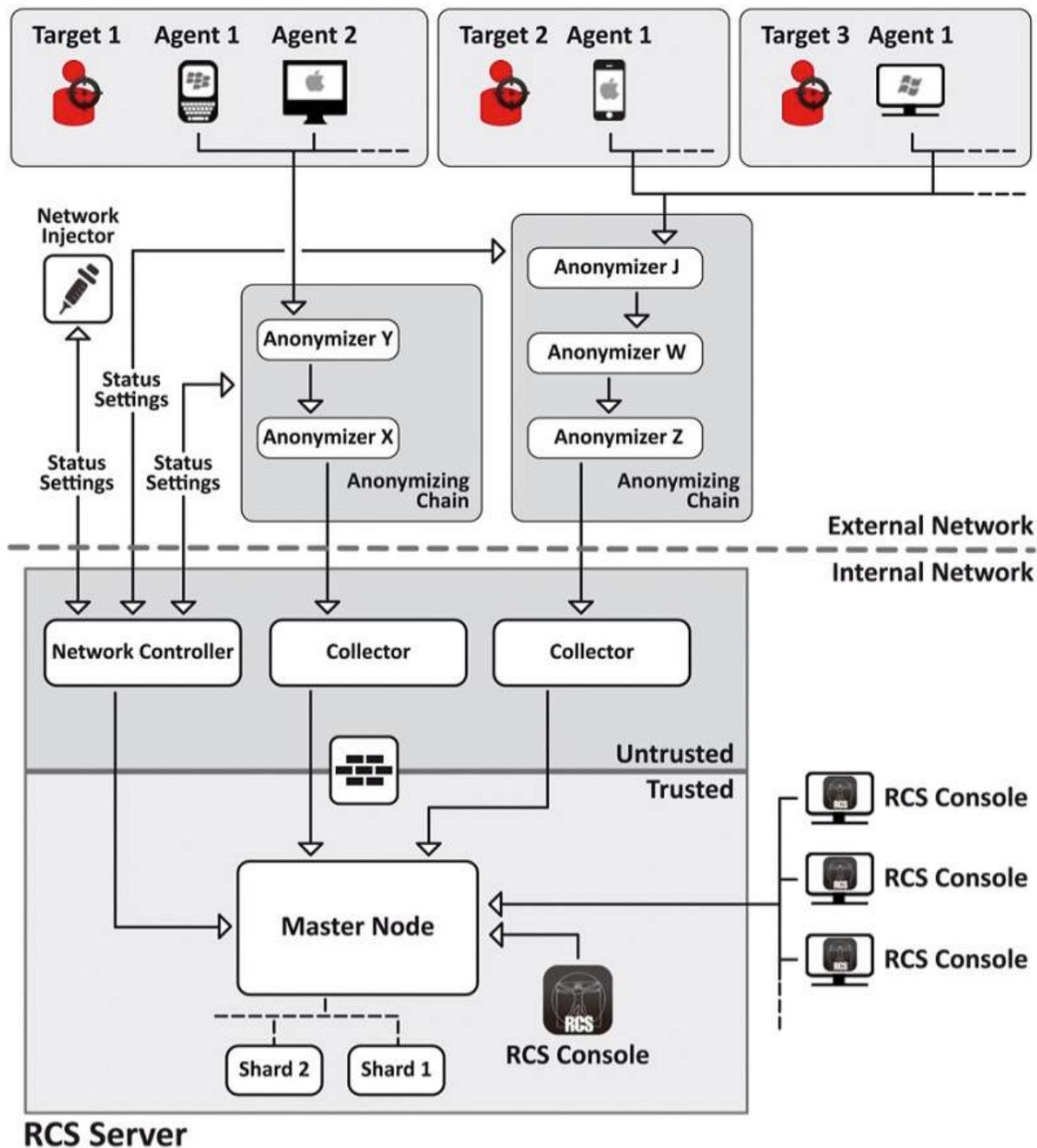
دوابه‌دوای بډاو بوونه‌وه‌ی نهم گریبه‌سته، یه‌ک له به‌رپرسانی "Hacking Team" له وتووښ له‌گه‌ل راگه‌یاندنه‌کان جه‌ختی کرد بوویه‌وه‌که پروگرامه‌که‌لیک له چه‌شنی "گالیلو" ته‌نیا بۆ ئامانجه‌که‌لیکی مه‌ده‌نی و به‌گویږه‌ی یاسای نه‌و هه‌ریمه‌که بډی‌فرۆشراوه‌که‌لیکی لڼ وهرده‌گیریت.

ده‌یفید قینسینزیتی وتووښه‌تی له گریبه‌ستی
[://web.archive.org/web/20190719151620/https://www.welt.de/wirtschaft/article144017893/Deutsche-](https://web.archive.org/web/20190719151620/https://www.welt.de/wirtschaft/article144017893/Deutsche-versorgten-Kurden-mit-Spionagesoftware.html)
 (versorgten-Kurden-mit-Spionagesoftware.html) نیوان نه‌وان و نه‌جومه‌نی ئاسایشی هه‌ریمی کوردستان و تراوه‌ی جه‌خت کراوه‌ته‌وه‌که نابیت نهم پروگرامه‌که بۆ ئامانجه‌که‌لیکی سه‌ربازی، سیخوړی ناوکی و چه‌کی کۆمه‌لکوژی که‌لیکی لڼ وهریگیریت.

خه‌سه‌رو وه‌سمان که به‌ نوښه‌رایه‌تی حکومته‌ی هه‌ریم گریبه‌سته‌که‌ی ئیمزا کردووه‌ی دلنیا‌یی داوه‌که پروگرامه‌که‌ ته‌ نیا بۆ ئامانجه‌که‌لیکی مه‌ده‌نی و بۆ به‌رژ ده‌وه‌ندی نه‌ته‌وه‌ی حکوو مه‌تی هه‌ریم کوردستان که‌لیکی لڼ وهرده‌گیریت.

نهمه‌ له کاتیکدا‌یه که به‌ گویږه‌ی یه‌ک‌یک له‌و ئیمه‌یلانه
[https://web.archive.org/web/20190719151620/https://www.heise.de/ct/ausgabe/2015-17-](https://web.archive.org/web/20190719151620/https://www.heise.de/ct/ausgabe/2015-17-Die-Spionagesoftware-Firma-Hacking-Team-wurde-gehackt-2755600.html)
 (Die-Spionagesoftware-Firma-Hacking-Team-wurde-gehackt-2755600.html) که بډاو

كراونه تهوه، بهرپرسانى "Hacking Team" دلگرانى خوڤان سهبارهت به فرۆشتنى پرۆگرامى "گاليلو" به هەريمى كوردستان نهشاردوووه تهوه و به روونى وتوووانه "به گوپرهى ئەو شتهى ئیستا له رۆژههلاتى ناوهراست له ئارادايه (مه بهست شهپى داعش بووه)، بۆ بهرگرى كردن له دهست پێراگه يشتنى دهستانى ناپاك بهم پرۆگرامه، ئيمه دهبن بزانيه كيشهى سيمۆن و موشتهريهكهى بۆ كۆندۆر چيه و دۆخى ئەوى چۆنه. بهداخهوه دامهزراندنى ئامپهركان كۆتايى هاتوووه. ئيمه دهبن خوڤان و هاوكات موشتهريهكانمان پاريزين."



خشتهى چۆنهتى كار كردنى پرۆگرامى گاليلو

بهگوپرهى ئەو زانيارپانه كه كۆمپانايى "Hacking Team" بلدوى كردوووه تهوه پرۆگرامى "گاليلو" بۆ بهرهنكاربوونهوهى سيستمى كۆدينگ بهكار ديت و لهئهگهري دابهزاندنى ئەم پرۆگرامه لهسەر سيستمىمىدا

یانیش له ئەگھری گېرۆدھ بوونی سیستھمیک بهو پڕۆگرامھ، تھواوی سیستھمھکھ گېرۆدھ دھبیت و ھھموو زانیاریھکان دھگوازیتھوھ بۆ سېرْفیبری ناوھندی.

دھگوتریت گریبھستی ئەنجومھنی ئاسایش و ئەم کۆمپانیایھ سالی ۲۰۱۴ ئیمزا کراوھ و ئیمھیلی دوو راویژکارھ ئەلمانیهکھش له مانگی سېتامبري ۲۰۱۴ به شپوھیکی کۆد کراو رھوانھی کۆمپانیای "Hacking Team" کراوھ.

بھ گۆپرھی زانیاریھکان پڕۆگرامھکھ به ۲۰ ھھزار یۆرۆ کپردراوھ و تیچووی سالیکیش بۆ نوپکردنھوھ و ئاپدھیت کردنی و خزمھتگوزاری زیاتر له ۵۰ ھھزار یۆرۆیھ.

ھھر بۆیھ به دوور نازانری کھ گھر ئەو دوو حیزبھ بالادھستھی ھەریمی کوردستان دھستراگھیشتنیان بهو ئامیر و پڕۆگرامانھ ھهبووین، کاریکی ئاستھم نھبووھ بۆیان گھر ویستبیتیان سیستھمی دھنگدان له بھرژھوھندی خویان ھاک بکھن.

پھیوھندی دار:

- سھفھرھکھی بھرھھم سالی بۆ تورکیا خھنجھرھ له پشتی رۆژئافا (detiles.aspx?id=70694)
- له بھردھم زریان نابن دیوار ھه لچنی، دھبې چارۆکھ ھه لئدی (detiles.aspx?id=70669)
- کوژران و برینداربوونی چووار ھاوولاتی مھدھنی له لایھن کۆمھلھی شۆرشگېری زھحمھ تکپشانی کوردستانی ئیران (detiles.aspx?id=70667)
- پرسى "ھه لئبژاردن" له رۆژھه لاتی کوردستان (بھشى یھکھم) (detiles.aspx?id=70664)
- درئزھى گرزبیهکان له شھنگال؛ کوژران و برینداربوونی ۱۶ ھاوولاتی ئیزدی (detiles.aspx?id=70660)

تھگ:

ھه لئبژاردن (tag.aspx?tag=19) | ھەریمی کوردستان (tag.aspx?tag=10474)

عراق (tag.aspx?tag=10523) | ساختھکاری (tag.aspx?tag=10524)

دھنگدانى ئەلکترۆنى (tag.aspx?tag=10525) | پارتى (tag.aspx?tag=10470)

یھکیھتی (tag.aspx?tag=10526) | گۆران (tag.aspx?tag=10527) | نھوھى نوئى (tag.aspx?tag=10528)

ھاوپھیمانی (tag.aspx?tag=10529)

مافی بلۆکردنھوھى سھرجھم بابھتھکانى ناوھندی نووچھ و شروْفھى رۆژ پارئزراوھ

راپۆرتھهھوال

(detiles.aspx?id=70692)



١٣ بابەت له سه‌ر راپه‌رینی وه‌رزیرانی موکریان و خه‌لکی بۆکان له سه‌ردهمی موسه‌دیق (بابه‌تی چه‌وته‌م)

هه‌وآ

ژماره‌ی ٢ بۆکراوه‌ی 'کرد' ، سه‌ردهمی ئیداره‌ی سمکۆ له ورمێ
 (detiles.aspx?id=70688) ⓘ
 هه‌ینی ٣٠ لایۆز ١٣٩٧ / ١:٥٢



کوژران و برینداربوونی چووار هاوولاتی مه‌دهنی له‌لایه‌ن کۆمه‌له‌ی شوپشگی‌ری زه‌حمه‌تکێشانی
 کوردستانی ئێران
 (detiles.aspx?id=70667) ⓘ
 شه‌مه‌مه‌ ٤ لایۆز ١٣٩٦ / ٢:١٨



له دووهم رۆژی نهوڕۆژ چووار کۆلبر گیانیان له دهستدا
(detiles.aspx?id=70661) 
ههینی 4 نهوڕۆژ 1396 / 45:.



دریژهی گرژیهکان له شهنگال؛ کوژران و برینداربوونی 16 هاوولاتی ئیزدی
(detiles.aspx?id=70660) 
چوارشه ممه 25 ر شه ممه 1395 / 1:1



دیمانه

Interview Picture 

"گه لیک دهولت نیوانی رۆژئاوا و تورکیا پیک بێن... به لām له نیوان ئیمه و دهولتهی تورکیا دا عه فرین ههیه"
(detiles.aspx?id=70693)

گه لیک دهولت ، ئهوانه ی که ئه ندامی ناتۆن و له گه ل ترکه کان کار دهکهن و پێوه ندییان له گه ل تورکیا ههیه ده بانه وی نیوانی رۆژئاوا

پینچ شه ممه 12 ر هه زه به ر 1397 / 23:33 

عه فرین / (tag.aspx?tag=182) (tag.aspx?tag=10458)

رۆژئاوا/

- بینراوترینهکانی مانگ
- بینراوترینهکانی ههفته

هه لبراره ده



مامۆستا «هیمن» له دوو ده لاقه ی هیوا ی ئیدئۆلۆژیک و ره شبینی فه لسه فییه وه
(detiles.aspx?id=60560)

یوونس ره زایی

AM 10:19:00 4/16/2016



نامينه ڪاڪه باوه؛ له پيشمه رگايه تيبه وه بو په رله مانتاري سويد
(detiles.aspx?id=60508)

مه حموود بوزنه رسلان / نه لؤ نيتور وه رگپرائي: NNSROJ

AM 4:07:00 3/17/2016



چون ده ڪري دس له نووسيني [خويندنه وه يه ڪي "لاڪاني"] هه لگرين!
(detiles.aspx?id=60556)

سيماي باوي رؤشنيبر- ژورناليست له ڪوردوستاندا ئيتر له سيماي فرؤشياره ڪاني نهو مؤلاننه نه چيٽ ڪه دواي هه ره وره تريشخه به ڪ وهڪ قارچڪ
سه رهه لدهدهن و به ردهوام له زيادبووندان.

AM 8:08:00 4/14/2016



سؤسيؤلؤزيا، "به سپونسهري يه ڪه مي بن رڪابه ر"
(detiles.aspx?id=60550)

نه ڪه ر له سالاني پيش هي رشي داعيشدا له باشووري ڪوردستان دهسته واژهي وهڪ "واسيته" و "خال" و "ته عينات"، شوييني "نازاداي" و "يه ڪساني" و
"داد" يان گرتبؤوه، نهوا نه مړؤڪه نهوانه چيتر بو به دهسته پيناني شوين...

PM 4:10:00 4/12/2016



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- كوردستان ([web/20190719151620/https://nnsroj.net/tag.aspx?tag=133/](https://nnsroj.net/tag.aspx?tag=133/))
- ئيران ([web/20190719151620/https://nnsroj.net/tag.aspx?tag=16/](https://nnsroj.net/tag.aspx?tag=16/))
- عيراق ([web/20190719151620/https://nnsroj.net/tag.aspx?tag=13/](https://nnsroj.net/tag.aspx?tag=13/))
- سووريا ([web/20190719151620/https://nnsroj.net/tag.aspx?tag=38/](https://nnsroj.net/tag.aspx?tag=38/))
- توركيا ([web/20190719151620/https://nnsroj.net/tag.aspx?tag=25/](https://nnsroj.net/tag.aspx?tag=25/))
- مولى مئديا ([web/20190719151620/https://nnsroj.net/news.aspx?id_map=4f](https://nnsroj.net/news.aspx?id_map=4f))
- تاييهت (special.aspx)
- رئينسانس (contact.asp)
- login (https://web.archive.org/web/20190719151620/http://nnsroj.com/Account/Login.aspx?ReturnUrl=%2Faccount%2Fadmin_ku.aspx)
- سهههتا (default.aspx)
- شروقه و ههوال ([web/20190719151620/https://nnsroj.net/news.aspx?id_map=19/](https://nnsroj.net/news.aspx?id_map=19/))
- كورتهههوال ([web/20190719151620/https://nnsroj.net/news.aspx?id_map=32/](https://nnsroj.net/news.aspx?id_map=32/))
- چاوپيئكهوتن ([web/20190719151620/https://nnsroj.net/news.aspx?id_map=22/](https://nnsroj.net/news.aspx?id_map=22/))
- بيروپا ([web/20190719151620/https://nnsroj.net/news?id_map=29/](https://nnsroj.net/news?id_map=29/))
- هونهر ([web/20190719151620/https://nnsroj.net/news.aspx?id_map=28/](https://nnsroj.net/news.aspx?id_map=28/))

 (<https://web.archive.org/web/20190719151620/https://www.youtube.com/user/nnsrojch>) 

  (https://web.archive.org/web/20190719151620/https://twitter.com/@NNS_Roj)

 (<https://web.archive.org/web/20190719151620/https://www.facebook.com/NNS-Roj-178414698894032/>)

 (<https://web.archive.org/web/20190719151620/https://plus.google.com/107985978755678738069/posts>)

EXHIBIT G

Going places together



QATAR
AIRWAYS القطرية

Passenger: Knox Rhainedylanmr (ADT)

Booking ref: OQMOFN

Ticket number: 157 2381262123



Itinerary Printing Office:

QATAR AIRWAYS CITY OFFICE, QATAR
AIRWAYS, ERBIL

Telephone: TBA

Date: 07Jun2023

ELECTRONIC TICKET RECEIPT

Qatar Airways may request additional payment verification for itineraries paid for with credit cards

From	To	Flight	Departure	Arrival	Last check-in
ERBIL INTERNATIONAL	DOHA HAMAD INTERNATIONAL	QR455	04:20 10Jun2023	06:40 10Jun2023	
Class: I	Operated by: QATAR AIRWAYS Marketed by: QATAR AIRWAYS			NVB (2): 05Jun2023 NVA (3): 03Jun2024	
Baggage (4): 2PC Fare basis: IJ1R1SX	Booking status (1): OK			Duration: 02:20	
DOHA HAMAD INTERNATIONAL	JOHANNESBURG O.R. TAMBO INTL Terminal: A	QR1377	08:10 10Jun2023	15:50 10Jun2023	
Class: I	Operated by: QATAR AIRWAYS Marketed by: QATAR AIRWAYS			NVB (2): 05Jun2023 NVA (3): 03Jun2024	
Baggage (4): 2PC Fare basis: IJ1R1SX	Booking status (1): OK			Duration: 08:40	

(1) OK = Confirmed (2) NVB = Not valid before (3) NVA = Not valid after (4) Each passenger can check in a specific amount of baggage at no extra cost as indicated on the column baggage. For more information on baggage rules and restrictions on Qatar Airways flights, please visit qatarairways.com/en/baggage.html

PAYMENT DETAILS

Fare Calculation: JNB QR X/DOH QR EBL Q JNBEBL5.00
1835.80QR X/DOH QR JNB Q EBLJNB5.00
1821.38NUC3667.18END ROE18.027503
Form of payment: CASH
Endorsements: USD95.00 NONREF - /C1-2 NON END/
CHNG PENALTIES AS PER RULE

FARE DETAILS

Fare: ZAR 66110.00
Fare equivalent: USD 3362.00
Taxes: USD PD 1.50EV
USD PD 33.00G4
USD PD 32.00IQ
USD PD 1.00PZ
USD PD 33.00QA
USD PD 5.40R9
USD PD 1.60UM

Carrier Imposed Fees:

USD PD 9.70WC
USD PD 13.50ZA
USD PD 966.00YQ
USD PD 64.00YR

The carriage of certain hazardous materials, like aerosols, fireworks, and flammable liquids, aboard the aircraft is forbidden. If you do not understand these restrictions, further information may be obtained from your airline.



Complement your journey

Make your travel experience truly unforgettable with a wide range of world-class services.

qatarairways.com/Complementyourjourney

QATAR AIRWAYS

oneworld

LEGAL AND PASSENGER NOTICES

ELECTRONIC TICKET

Check-in & Boarding:

Arrive at least three hours before your flight. There may be delays at the airport due to extra check in procedures. Ensure you have plenty of time to check in safely and make your way to your gate.

Emergency Exit Seat:

Terms and conditions for booking an emergency exit seat please visit qatarairways.com/exitseat

Notice:

To make a change in your reservations, you can use the "Manage Your Booking" option on booking.qatarairways.com.nsp/views/retrievepnr.xhtml or contact the nearest Qatar Airways Office at qatarairways.com/en/worldwide-offices.html

To check Qatar Airways flights' status, visit us at fs.qatarairways.com/fltstatus/pages/flight_status.jsf

For feedback and complaints, visit us at qatarairways.com/en/contact-us.html or mail to us your complaints at Qatar Airways Customer Care, PO Box 22550 Doha, Qatar

Travel Alerts:

Canada

Air Passenger Protection Regulations

English:

If you are denied boarding, your flight is cancelled or delayed for at least two hours, or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the *Air Passenger Protection Regulations*. For more information about your passenger rights please contact your air carrier or visit the [Canadian Transportation Agency's website](http://www.crtc.gc.ca/eng/transportation/air/air_passenger_protection_regulations.asp)

French:

Si l'embarquement vous est refusé, ou si votre vol est annulé ou retardé d'au moins deux heures ou si vos bagages sont perdus ou endommagés, vous pourriez avoir droit selon le *Règlement sur la protection des passagers aériens*, à certains avantages au titre des normes de traitement applicables et à une indemnité. Pour de plus amples renseignements sur vos droits, veuillez communiquer avec votre transporteur aérien ou visiter le [site Web de l'Office des transports du Canada](http://www.crtc.gc.ca/eng/transportation/air/air_passenger_protection_regulations.asp). (Section 35, Regulations)

To check Canada Air Tariff and Conditions of Carriage, visit <https://www.qatarairways.com/content/dam/documents/legal/general-rules-canada.pdf>

Singapore - Customers travelling to Singapore are requested to submit their arrival details online up to 03 days in advance. They may do so by downloading the SG arrival Card mobile app or visit the following [website](#).

United States - To view the United States' Airline Passengers with Disabilities Bill of Rights- please visit the U.S. Department of Transportation's [website](#)

Japan - To check Animal Quarantine Service Notification, visit <https://www.qatarairways.com/en-qa/help/>

Data Protection Notice:

Your personal data will be processed in accordance with the applicable carrier's privacy policy and, if your booking is made via a

reservation system provider ("GDS"), with its privacy policy. These are available at <https://www.iatatravelcentre.com/privacy.htm> or from the carrier or GDS Directly. You should read this documentation, which applies to your booking and specifies, for example, how your personal data is collected, stored, used, disclosed and transferred (applicable for interline carriage).

Infant Bassinet Information:

The following conditions will apply to customers travelling on Qatar Airways operated flights who have requested for a bassinet seat of the infant:

The maximum body weight of an infant should not exceed 11kgs (24lbs)

The Infant must be less than 2 years old, and

The Infant must fit within the confines of the baby bassinet

**Manage
my Booking**



**QATAR
AIRWAYS**

oneworld



EXHIBIT H

PARTNERSHIP AGREEMENT

This Partnership Agreement (the "Agreement") dated December 8, 2022, by and between Admitech (PTY) LTD. a company organized under the laws of South Africa with its principal place of business at 12 Castle street, Houghton, Johannesburg, South Africa and its owners Rhaine Dylan Knox and Sathish Telukram (hereinafter referred to as "ADMITECH") and Cyber Communications Control Group Inc. a company organized under the laws of Delaware, with its principal place of business at 75 South Broadway, White Plains, NY 10601 (hereinafter referred to as the "CYBER"). collectively (the "PARTIES") concerning the matters hereinafter set forth. Any prior understanding or agreement is invalid unless the terms are contained specifically in this agreement.

WHEREAS, ADMITECH designs and develops software products for use by Government agencies, and

WHEREAS, CYBER is engaged in the sale of security and surveillance equipment to Government agencies worldwide and would like to distribute ADMITECH's products; and

WHEREAS, ADMITECH agrees that once CYBER has purchased for the benefit of profit to ADMITECH the sum of Five million United States dollars of its products from ADMITECH it will form a new company with CYBER ("NEWCO") and it will donate the intellectual property to two of its software products, the Zero-Click System solution and the One Click System solution (See Exhibit A) to NEWCO

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. **For the period before CYBER reaches 5 million USD to the benefit of profit to ADMITECH:**

- ADMITECH agrees to enter into a distribution agreement appointing CYBER as its Exclusive distributor on the date of this Agreement.

2. **For the period after CYBER reaches 5 million USD to the benefit of profit to ADMITECH:**

- CYBER shall form a corporation ("NEWCO") that will be owned 51% by CYBER and 49% by ADMITECH.
- ADMITECH shall donate its intellectual property for 2 of its products; a) the Zero-Click core System software and b) its one-click core System software.
- ADMITECH's compensation for the Zero-Click core System software and the one-click core System software, both including 1 year support, upgrades and updates will be reduced to 300,000 USD plus 20% of the total purchase price paid for the deal paid to CYBER after the deduction for all commission payments CYBER makes including commission that will be paid to related parties HSS GROUP and ADMITECH for their demonstrating and technical related assistance required for closing the sale.
- ADMITECH's compensation for its other products will remain as they appear in the Distribution Agreement.
- ADMITECH will relocate to a country of CYBER's choice which will be safe for ADMITECH's staff at no expense to ADMITECH.
- Rhaine Dylan Knox and Sathish Telukram will be appointed as CTO and CFO of NEWCO indefinitely and will retain their positions in subsequent NEWCO's strategically created for marketing and selling of their solutions and systems developed for as long as NEWCO's continues trading.
- Rhaine Dylan Knox and Sathish Telukram shall have final authority over the design and development of all products offered by NEWCO and subsequent NEWCO's created.
- Any form of dilution of NEWCO's equity must be approved by all of the Parties.

3. **Amendments.** This Agreement may not be amended except by a writing duly signed by both parties referring specifically to this Agreement.

4. **Binding Effect.** This Agreement shall inure to the benefit of the parties and their successors or assigns, if any.

5. **Severability.** If any provision or any portion of any provision of this Agreement shall be held to be void or unenforceable in part, the remaining provisions or portions of provisions shall continue in full force and effect.

6. **Assignment.** This Agreement may be assigned by either party, whether by agreement, operation of law or otherwise, with the prior written consent of the other party.

7. **Counterparts.** This Agreement may be signed in counterparts, and each shall be considered an original if signed by the parties.

8. **Governing Law.** This Agreement shall be construed in accordance with the laws of New York and the Courts of New York shall have jurisdiction in any dispute that may arise under this Agreement.

9. **Integration.** This Agreement shall constitute the entire agreement between the parties in respect to the subject matter herein and supersedes all prior oral or written agreements.

10. **Due Diligence.** ADMITECH acknowledges that it is not relying on any statements or representations made by CYBER or CYBER's representatives concerning the marketability of CYBER's products and that it has conducted its own independent investigation and due diligence and has determined on its own to enter into this agreement.

11. **Contract Construction - Legal Counsel.** Neither party shall be deemed the craftsman of this Agreement for purposes of contract construction. Further each party has had an opportunity to consult with counsel of its choosing prior to signing this Agreement.

12. **Notices.** All notices, payments or demands required under this Agreement shall be addressed as follows:

CYBER at: 75 South Broadway, White Plains, NY 10601
Telephone: +1.917.701.5265, Email: 37@secintel.com

ADMITECH at: 12 Castle Street, Houghton, Johannesburg, South Africa 2091
Telephone: +27.84.010.3395, Email: admitech@admitech.africa

13. ADMITECH represents it is fully capable of entering into this Agreement and they have no current relationships that would prohibit them from entering into this agreement. ADMITECH agrees to indemnify CYBER for any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of a third party action claiming they have rights to ADMITECH's intellectual property, products or services and that CYBER has infringed upon them.

CYBER:
Cyber Communications Control Group Inc.

ADMITECH
Admitech (PTY) LTD

By: Ben Jamil
Name: Ben Jamil
Title: CEO

By: Rhaine Dylan Knox
Name: Rhaine Dylan Knox
Title: CEO

Individually:
Rhaine Dylan Knox

Individually:
Sathish Telukram

By: [Signature]

By: [Signature]

EXHIBIT A

89

The Zero-Click System Solution and the One Click System Solution





Admitech (Pty) Ltd

Technology Specialists...

ADMITECH PROPOSAL FOR SERVICES

For Independent Contractors

Date: 2022_Nov_17th

WINDOWS 10, 11 TRACING APP DEVELOPMENT PROPOSAL

OVERVIEW

ADMITECH (PTY) LTD, A SOUTH AFRICA BASED ENTERPRISE WOULD LIKE TO OFFER YOUR COMPANY, HSS DEVELOPMENT GROUP, BASED IN NEW YORK, 75 SOUTH BROADWAY, WHITE PLAINS, NEW YORK 10601, UNITED STATES OF AMERICA, LONDON, UNITED KINGDOM AND GEORGI SOFIYSKI ST. 52, 1606 SOFIA, BULGARIA, THE PROPOSED SOFTWARE DEVELOPMENT SERVICES.

ADMITECH (PTY) LTD is pleased to submit this proposal for windows software app development of the tracing systems you require.

The Objective

- Need: HSS Group requires a software solution for their tracing and information gathering requirements.

The Solution

- Admitech proposes our feature rich 100% stealth zero click solution, or the lesser feature enriched one click solution or alternatively the zero stealth basic system plugin solution as follows:

ADMITECH (PTY) LTD

RHAINE(+27840103395) ; SHAUN(+27659840571)



Admitech (Pty) Ltd

Technology Specialists...

The Software

Following are the details of the pricing:

Item	Price
Zero-click System core software	\$1 200 000.00
Zero-click System core software with 1 year support, upgrades and updates included	\$1 350 000.00
One-click system core software	\$600 000.00
One-click Solution core software with 1 year support, upgrades and updates included	\$750 000.00
Zero Stealth basic system plugin solution (back door variant)	\$100 000.00
Zero Stealth basic system plugin solution with 1 year support, upgrades and updates included	\$150 000.00
Zero Click System - support equipment mini-core unit	\$75 000.00
Zero Click System - support equipment STP module	\$50 000.00
Unlimited White-labelling (the client may white label any volume of apps from the app store)	\$200 000.00
Single app white labelling service performed by our inhouse team	\$50 000.00
Custom user interface for the clients branding/company	\$50 000.00
Single target tracking/locating	\$10 000.00
Maintenance, updates and upgrades to the core software for 3 years, payable monthly	\$20 000.00pm

We look forward to providing you with the best solution you require which aligns to your budgetary constraints.

If you have questions on this proposal, feel free to contact us at your convenience by email at rhainek@admitech.africa or by phone at +27840103395.

Looking forward to hearing from you at your soonest convenience!

ADMITECH (PTY) LTD

admitech@admitech.africa

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RHAINÉ(+27840103395) ; SHAUN(+27659840571)

EXHIBIT I

Mattie Moore
1 Wood Road
Wilmington, DE 19806

Curtis Melvin
1639 N. Harrison Street
Arlington, VA 22205-2750

Margaret Carrick Melvin
1639 N Harrison Street
Arlington, VA 2205-2750

Lucia Moore
285 Lee Street,
Apartment 202
Oakland, CA 94610

John and Jane Does 1-8

July 24, 2022

This letter is a request for payment due to the fraudulent inducement and emotional distress as elaborated in the enclosed affidavit pertaining to events from 2018 to the present. After an extensive due diligence, review of accounting ledgers and interviews, it is now clear there was a co-conspiracy to defraud me by false and intentional misrepresentations, knowingly made to deceive and induce my marital assets to provide financial payments for misrepresented and induced expenses; and perpetrated the inducement through unlawful threats and threats to my husband as elaborated herein.

I demand payment of \$850,000 for reimbursement of fraudulent expenses, emotional distress, and expenses and damage related to actions set forth in the enclosed affidavit. Please respond by August 15, 2023.

Mattie L. Moore

EXHIBIT J

[11/19/25, 12:51:46 PM] Ben Jamil: Messages and calls are end-to-end encrypted. Only people in this chat can read, listen to, or share them.

[11/19/25, 12:51:46 PM] Ben Jamil: You use a default timer for disappearing messages in new chats. New messages will disappear from this chat 7 days after they're sent, except when kept. Tap to update your own default timer.

[11/19/25, 12:50:56 PM] Ben Jamil: Hi Mattie

[11/19/25, 12:51:25 PM] Ben Jamil: this is more convient as I now can include Elan Jamil

[11/19/25, 12:51:30 PM] Ben Jamil: FYI

[11/19/25, 2:33:14 PM] Ben Jamil: Mattie

Please don't disappear messages

Unless that is important to you

[11/19/25, 2:33:35 PM] Ben Jamil: My memory is not too good

[11/19/25, 2:34:50 PM] Ben Jamil: if we were to send money to you,

[11/19/25, 2:34:50 PM] Ben Jamil: which account?

[11/19/25, 2:34:50 PM] Ben Jamil: even for a partial?

[11/19/25, 2:34:50 PM] Ben Jamil: When you're ready to send money, just let me know and I'll provide the necessary details. We can then discuss the next steps.

[11/19/25, 2:34:50 PM] Ben Jamil: Need to understand first what the next steps are

[11/19/25, 2:34:51 PM] Ben Jamil: Convince them to either send a team for a demo or arrange a visit for a demonstration.

[11/19/25, 2:35:10 PM] Ben Jamil: this was last night

[11/19/25, 7:31:24 PM] Ben Jamil: Need to understand first what the next steps are

[11/19/25, 7:31:24 PM] Ben Jamil: Convince them to either send a team for a demo or arrange a visit for a demonstration.

[11/19/25, 7:31:24 PM] Ben Jamil: if you serious, I will try to convince the supplier to advance some good faith deposit as he now believes that when they do the demo he will be getting from you or your govt around 14 millions

[11/19/25, 7:31:24 PM] Ben Jamil: he knows that you paid a deposit

[11/19/25, 7:31:24 PM] Ben Jamil: you also need to know that that his zero click system needs to have access to the ss7 or the network

[11/19/25, 7:31:25 PM] Ben Jamil: I want to be honest with you so later no issues

[11/19/25, 7:31:25 PM] Ben Jamil: he is a UAE company and will not send any money to you in the U SA

[11/19/25, 7:31:25 PM] Ben Jamil: so you will give him an account over seas

[11/19/25, 7:31:25 PM] Ben Jamil: any place but the USA

[11/19/25, 7:32:13 PM] Ben Jamil: (This was Afan and I today)

[11/19/25, 9:20:58 PM] Ben Jamil: You're the one holding my money, and that's why trust has been broken. I don't see why I should have to get money from someone else. If you're willing to return my money, let me know so I can start working. And regarding bank account I can provide Iraqi bank accounts .

[11/19/25, 9:20:59 PM] Ben Jamil: because of your breach of our contract, and my legal fees that you forced on me, I have no money left

[11/19/25, 9:20:59 PM] Ben Jamil: am finding a good solution for you by this recommendation

[11/19/25, 9:20:59 PM] Ben Jamil: you get your money back why do you care from whom?

[11/19/25, 9:20:59 PM] Ben Jamil: I am doing you a favor

[11/19/25, 9:20:59 PM] Ben Jamil: but unless your client is willing to pay the \$14,000,000 plus yearly maintenance

[11/19/25, 9:20:59 PM] Ben Jamil: lets forget all about it

[11/19/25, 9:20:59 PM] Ben Jamil: (New from afan)

[11/19/25, 9:26:01 PM] Ben Jamil: You're the one holding my money, and that's why trust has been broken. I don't see why I should have to get money from someone else. If you're willing to return my money, let me know so I can start working. And regarding bank account I can provide Iraqi bank accounts .

[11/19/25, 9:26:02 PM] Ben Jamil: because of your breach of our contract, and my legal fees that you forced on me, I have no money left

[11/19/25, 9:26:02 PM] Ben Jamil: am finding a good solution for you by this recommendation

[11/19/25, 9:26:02 PM] Ben Jamil: you get your money back why do you care from whom?

[11/19/25, 9:26:02 PM] Ben Jamil: I am doing you a favor

[11/19/25, 9:26:02 PM] Ben Jamil: but unless your client is willing to pay the \$14,000,000 plus yearly maintenance

[11/19/25, 9:26:02 PM] Ben Jamil: lets forget all about it

[11/19/25, 9:26:02 PM] Ben Jamil: why do you trust is broken

[11/19/25, 9:26:02 PM] Ben Jamil: you contacted my suppliers in south Africa and tried to make a deal behind me

[11/19/25, 9:26:03 PM] Ben Jamil: how can you speak about trust?

[11/19/25, 9:26:03 PM] Ben Jamil: you must be joking

[11/19/25, 9:26:03 PM] Ben Jamil: and then you paid Rahine to come to Irbil for another demo

[11/19/25, 9:26:03 PM] Ben Jamil: and damaged my relationship with my south African suppliers

[11/19/25, 9:26:03 PM] Ben Jamil: so please spare me your bulshit about trust

[11/19/25, 9:26:24 PM] Ben Jamil: MORE WITH AFAN

[11/20/25, 11:28:57 AM] Mattie Moore: You updated the message timer. New messages will disappear from this chat 90 days after they're sent, except when kept. Tap to change.

EXHIBIT K