

**EXHIBIT A**



Paul Ferak  
Tel 312.476.5013  
FerakP@gtlaw.com

April 22, 2022

Ms. Taryn Hyson  
Regional Liaison  
American Arbitration Association  
150 East 42<sup>nd</sup> Street  
Floor 17  
New York, NY 10017

*Re: Trimeta Capital Limited and Laurus Limited v. Viguié Schmidt & Associés  
A.A.R.P.I.*

Dear Ms. Hyson:

Please find enclosed our Arbitration Demand, along with a check for the filing fee in the amount of \$7,700.00.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul Ferak", written over a horizontal line.

Paul J. Ferak

Enclosure  
PJF/kem

RECEIVED

APR 28 2022

American Arbitration Assn (2)

Greenberg Traurig, LLP | Attorneys at Law

2375 East Camelback Road | Suite 700 | Phoenix, Arizona 85016 | T +1 602.445.8000 | F +1 602.445.8100

Albany, Amsterdam, Atlanta, Austin, Berlin, Boca Raton, Boston, Chicago, Dallas, Delaware, Denver, Fort Lauderdale, Houston, Las Vegas, London, Los Angeles, Mexico City, Miami, Milan, Minneapolis, Nashville, New Jersey, New York, Northern Virginia, Orange County, Orlando, Philadelphia, Phoenix, Sacramento, San Francisco, Seoul, Shanghai, Silicon Valley, Tallahassee, Tampa, Tel Aviv, Tokyo, Warsaw, Washington, D.C., West Palm Beach, Westchester County.

Operates as "Greenberg Traurig Germany, LLP," "A separate UK registered legal entity, "Greenberg Traurig, S.C."; "Greenberg Traurig Santa Maria," "Greenberg Traurig LLP Foreign Legal Consultants Office," "A branch of Greenberg Traurig, P.A., Florida, USA," "GT Tokyo Harrow Jemaha," "Greenberg Traurig Croatia sp. l."

[www.gtlaw.com](http://www.gtlaw.com)



AMERICAN  
ARBITRATION  
ASSOCIATION\*

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION\*

## COMMERCIAL ARBITRATION RULES DEMAND FOR ARBITRATION

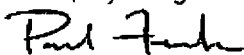
<b>Mediation:</b> If you would like the AAA to contact the other parties and attempt to arrange a mediation, please check this box <input type="checkbox"/> . There is no additional administrative fee for this service.		
You are hereby notified that a copy of our arbitration agreement and this demand are being filed with the American Arbitration Association with a request that it commence administration of the arbitration. The AAA will provide notice of your opportunity to file an answering statement.		
Name of Respondent: Trimeta Capital Limited and Laurus Limited		
Address: Please see Exhibit A, attached hereto.		
City:	State: Select...	Zip Code:
Phone No.:	Fax No.:	
Email Address:		
Name of Representative (if known): Please see Exhibit A, attached hereto		
Name of Firm (if applicable):		
Representative's Address:		
City:	State: Select...	Zip Code:
Phone No.:	Fax No.:	
Email Address:		
The named claimant, a party to an arbitration agreement which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.		
<b>Brief Description of the Dispute:</b>  Please see Exhibit B, attached hereto.		
Dollar Amount of Claim: \$ 1,628,039.00 (USD)		
Other Relief Sought: <input checked="" type="checkbox"/> Attorneys Fees <input checked="" type="checkbox"/> Interest <input checked="" type="checkbox"/> Arbitration Costs <input type="checkbox"/> Punitive/Exemplary <input type="checkbox"/> Other:		
Amount enclosed: \$ 7,700.00		
In accordance with Fee Schedule: <input type="checkbox"/> Flexible Fee Schedule <input checked="" type="checkbox"/> Standard Fee Schedule		
Please describe the qualifications you seek for arbitrator(s) to be appointed to hear this dispute:  A commercial litigator or former judge with more than twenty-five years of experience handling business disputes		
<b>Hearing locale:</b> (check one) <input type="checkbox"/> Requested by Claimant <input checked="" type="checkbox"/> Locale provision included in the contract		



AMERICAN  
ARBITRATION  
ASSOCIATION

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION

## COMMERCIAL ARBITRATION RULES DEMAND FOR ARBITRATION

Estimated time needed for hearings overall:			hours or	days
Type of Business:				
Claimant: Law Firm		Respondent: Investment Group		
Are any parties to this arbitration, or their controlling shareholder or parent company, from different countries than each other?				
Yes				
Signature (may be signed by a representative): 		Date: April 22, 2022		
Name of Claimant: Greenberg Traurig, LLP				
Address (to be used in connection with this case): 77 West Wacker Drive, Suite 3100				
City: Chicago		State: Illinois	Zip Code: 60601	
Phone No.: (312) 456-8400		Fax No.: (312) 456-8435		
Email Address: ferakp@gtlaw.com				
Name of Representative: Paul J. Ferak				
Name of Firm (if applicable): Greenberg Traurig, LLP				
Representative's Address: 77 West Wacker Drive, Suite 3100				
City: Chicago		State: Illinois	Zip Code: 60601	
Phone No.: (312) 476-5013		Fax No.: (312) 456-8435		
Email Address: ferakp@gtlaw.com				
To begin proceedings, please file online at <a href="http://www.adr.org/fileonline">www.adr.org/fileonline</a> . You will need to upload a copy of this Demand and the Arbitration Agreement, and pay the appropriate fee.				

**EXHIBIT A****RESPONDENT**

Trimeta Capital Limited  
Attn: Ayaz Hiridjee  
Emaar Business Park  
Building 4, Office 604  
Dubai, UAE

Phone No.: +971 50 775 9569  
Email: ayaz@samar-group.com

**RESPONDENT**

Laurus Limited  
Attn: Guy Kebble  
DEKK House (1st Floor Suite 5)  
De Zippora Street  
Providence Industrial Estate, Victoria  
Mahe, Seychelles

Phone No.: +27 82 603 1380  
Email: guy.kebble@surepureinc.com

**REPRESENTATIVE**  
**(FOR TRIMETA CAPITAL LIMITED)**

Nicolas Viguié  
Viguié Schmidt & Associés A.A.R.P.I.  
146 boulevard Haussmann  
75008 Paris, France

Phone No.: +33 1 44 70 10 70  
Email: nviguié@vs-a.fr

**REPRESENTATIVE**  
**(FOR LAURUS LIMITED)**

Keith Getz  
Bernadt Vukic Potash & Getz  
11th Floor, No. 1 Thibault Square  
Cape Town, South Africa

Phone No.: +27 21 405 3800  
Email: kgetz@bvpvg.co.za

**EXHIBIT B****(Brief Description of Dispute)**

Claimant Greenberg Traurig, LLP (“Greenberg”) brings this breach of contract action against Respondents Trimeta Capital Limited (“Trimeta”) and Laurus Limited (“Laurus”) (collectively, the “Respondents”) based on Respondents’ wrongful failure to pay US \$1,628,039.00 for legal services rendered.

In January 2021, Respondents engaged Greenberg to represent them in connection with a potential acquisition of a U.S. based business with operations around the world. The terms of this engagement are set forth in an engagement agreement dated January 14, 2021 (the “Engagement Agreement”). Greenberg rendered legal services to Trimeta and Laurus from January 2021 through May 2021. Trimeta and Laurus did not ultimately succeed in completing the acquisition.

The legal services provided by Greenberg are detailed in the following invoices presented to Trimeta and Laurus: Invoice #5656131 dated April 20, 2021 for US\$1,313,454 and Invoice #5681029 dated May 26, 2021 for US\$314,585. After repeated efforts to collect payment of these invoices over a period of several months, and after repeated assurances that these invoices would be paid, Greenberg has not received any payment for the services rendered to Respondents, each of which remains jointly and severally liable for the payment of Greenberg’s fees and expenses.

Greenberg brings a claim for breach of the Engagement Agreement based on the foregoing and seeks damages and other relief in excess of US\$1,628,039.00. Based on the foregoing, Greenberg seeks all damages and other relief allowed by the Engagement Agreement and all remedies available under law, including damages, unjust enrichment, attorneys’ fees, costs, and expenses. Greenberg reserves the right to amend these claims and its demand and seek further relief from Respondents as allowed by the Engagement Agreement and New York law.