

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

PEACETECH LAB, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 1:20-cv-922-JDB
	)	
C5 ACCELERATE LLC, PINARD	)	
S.A.R.L., C5 HOLDINGS S.A.R.L.,	)	
GROUNDTRUTH INVESTOR LLC, MR.	)	
ANDRE PIENAAR,	)	
C5 CAPITAL LTD.	)	
	)	
Defendants.	)	

**PEACETECH’S MOTION TO ENFORCE SETTLEMENT AGREEMENT**

Plaintiff PeaceTech Lab, Inc. (“PeaceTech”), by its undersigned counsel, respectfully submits this Motion to Enforce Settlement Agreement against Defendants C5 Accelerate LLC (“C5 Accelerate”), Pinard S.a.r.l. (“Pinard”), C5 Holdings S.a.r.l. (“C5 Holdings”), GroundTruth Investor LLC (“GTI”), C5 Capital Ltd. (“C5 Capital”), and Andre Pienaar (collectively, the “Defendants”). In support thereof, PeaceTech incorporates by reference its Memorandum of Points and Authorities in Support of Its Motion to Enforce Settlement Agreement filed herewith. Pursuant to Local Rule 7(m), PeaceTech’s counsel discussed the relief it requests in this Motion with opposing counsel on September 28, 2021.

WHEREFORE, PeaceTech respectfully requests that the Court order:

1. That, within 48 hours of the Court issuing its Order, Defendants Mr. Pienaar and Pinard pay to the United States Institute for Peace (“USIP”) or PeaceTech the outstanding amount of \$750,000 that is overdue under Defendants’ Settlement Agreement with PeaceTech;

2. that, within 48 hours of the Court issuing its Order, Defendants pay to PeaceTech  
(a) the interest owed on the previously overdue payment of \$450,000 to PeaceTech  
and (b) the interest owed on the currently overdue payment of \$750,000 to USIP;
3. that, Defendants pay to PeaceTech the fees and costs incurred due to Defendants'  
breaches of the Settlement Agreement;
4. that Defendants meet their other obligations under the Settlement Agreement,  
including that Defendants make the third payment due under the Settlement  
Agreement on time and in full on or before the date that it is due, December 31,  
2021; and
5. any other sanction against Defendants or relief that the Court deems proper.

Dated: October 12, 2021

COVINGTON & BURLING LLP

By: /s/ Matthew V. Miller  
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*Attorneys for Plaintiff  
PeaceTech Lab, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on October 12, 2021, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF.

By: /s/ Matthew V. Miller

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

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Plaintiff,	)	
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GROUNDTRUTH INVESTOR LLC, MR.	)	
ANDRE PIENAAR,	)	
C5 CAPITAL LTD.	)	
	)	
Defendants.	)	

**PEACETECH'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF  
ITS MOTION TO ENFORCE SETTLEMENT AGREEMENT**

**TABLE OF CONTENTS**

INTRODUCTION .....	1
FACTUAL AND PROCEDURAL BACKGROUND.....	2
A. PeaceTech .....	2
B. Defendants Breached Three Agreements with PeaceTech Leading to This Litigation .....	2
C. This Litigation and the Parties’ Settlement Agreement.....	4
D. Defendants Immediately Breached the Settlement Agreement .....	5
E. The Court Dismissed the Case and Retained Jurisdiction .....	7
F. Defendants Breached the Settlement Agreement Again.....	8
LEGAL STANDARD.....	9
LAW AND ARGUMENT .....	10
A. The Court Should Order Defendants Pienaar and Pinard to Make the Overdue \$750,000 Payment .....	11
B. The Court Should Order Defendants to Pay the Interest Owed.....	12
C. The Court Should Order Defendants to Pay PeaceTech’s Fees and Costs Incurred Due to Defendants’ Breaches .....	14
D. The Court Should Order Defendants to Meet Their Other Obligations Under the Agreement.....	16
E. The Court Should Order Any Other Sanction Against Defendants or Relief that the Court Deems Proper.....	16
CONCLUSION.....	17

**TABLE OF AUTHORITIES**

	<b>Page(s)</b>
<b>Cases</b>	
<i>Alyeska Pipeline Serv. Co. v. Wilderness Soc’y</i> , 421 U.S. 240 (1975).....	14
<i>Am. Hosp. Ass’n v. Sullivan</i> , 938 F.2d 216 (D.C. Cir. 1991).....	15
<i>Autera v. Robinson</i> , 419 F.2d 1197 (D.C. Cir. 1969).....	9
<i>Blackstone v. Brink</i> , 63 F. Supp. 3d 68 (D.D.C. 2014).....	9, 10
<i>Demissie v. Starbucks Corp. Off. &amp; Headquarters</i> , 118 F. Supp. 3d 29 (D.D.C. 2015).....	9
<i>Eastbanc, Inc. v. Georgetown Park Assocs. II, L.P.</i> , 940 A.2d 996 (D.C. 2008) .....	10
<i>Embassy of Federal Republic of Nigeria v. Ugwuonye</i> , 297 F.R.D. 4 (D.D.C. 2013).....	13
<i>Fitzgerald v. Hampton</i> , 545 F. Supp. 53 (D.D.C. 1982).....	15
<i>Franklin v. Kelly</i> , No. 90-3124 (SS), 1992 WL 276949 (D.D.C. Sept. 24, 1992).....	10
<i>Hall v. George Washington Univ.</i> , No. Civ.A. 99-1136 (RMU), 2005 WL 1378761 (D.D.C. May 13, 2005) .....	9, 10
<i>Hutto v. Finney</i> , 437 U.S. 678 (1978).....	15
<i>In re Jumper</i> , 984 A.2d 1232 (D.C. 2009) .....	14
<i>Jung v. Jung</i> , 844 A.2d 1099 (D.C. 2004) .....	14
<i>Kokkonen v. Guardian Life Ins. Co. of Am.</i> , 511 U.S. 375 (1994).....	9, 10

<i>Moore v. Permanente Med. Grp., Inc.</i> , 981 F.2d 443 (9th Cir. 1992) .....	14
<i>Nest &amp; Totah Venture, LLC v. Deutsch</i> , 31 A.3d 1211 (D.C. 2011) .....	14
<i>Psaromatis v. Eng. Holdings I, L.L.C.</i> , 944 A.2d 472 (D.C. 2008) .....	14
<i>Quijano v. Eagle Maint. Servs., Inc.</i> , 952 F. Supp. 1 (D.D.C. 1997) .....	9, 10
<i>Samra v. Saheen Bus. &amp; Inv. Grp., Inc.</i> , 355 F. Supp. 2d 483 (D.D.C. 2005) .....	9
<i>Saxon v. Zirkle</i> , 97 A.3d 568 (D.C. 2014) .....	15
<i>Simms v. Ball St. Ventures, LLC</i> , 616 F. Supp. 2d 5 (D.D.C. 2009) .....	9
<i>Synanon Found., Inc. v. Bernstein</i> , 517 A.2d 28 (D.C. 1986) .....	14
<i>T St. Dev., LLC v. Dereje &amp; Dereje</i> , 586 F.3d 6 (D.C. Cir. 2009) .....	9, 10
<i>Ulliman Schutte Constr., LLC v. Emerson Process Mgmt. Power &amp; Water Solutions</i> , No. 02–1987, 2007 WL 1794105 (D.D.C. June 19, 2007) .....	9
<i>Wilcox v. Sisson</i> , No. Civ.A. 02-1455(RMC), 2006 WL 1443981 (D.D.C. May 25, 2006) .....	14
<b>Statutes</b>	
D.C. Code § 28-3302 .....	12

Plaintiff PeaceTech Lab, Inc. (“PeaceTech”), by its undersigned counsel, respectfully submits this Memorandum in Support of Its Motion to Enforce Settlement Agreement against Defendants C5 Accelerate LLC (“C5 Accelerate”), Pinard S.a.r.l. (“Pinard”), C5 Holdings S.a.r.l. (“C5 Holdings”), GroundTruth Investor LLC (“GTI”), C5 Capital Ltd. (“C5 Capital”), and Andre Pienaar (collectively, the “Defendants”).

## INTRODUCTION

Since 2017, Defendants have breached a series of binding obligations to PeaceTech, culminating, most recently, with significant ongoing breaches of the Parties’ Settlement Agreement in this litigation. The first several breaches precipitated the Complaint in this case, which PeaceTech filed in April 2020. On July 21, 2021, the Parties executed a Settlement Agreement under which Defendants agreed, among other things, (1) to pay \$450,000 to PeaceTech and (2) to pay \$1,500,000 in two installments to non-party the United States Institute for Peace (“USIP”) or to PeaceTech if USIP would not accept the payments.

Within 48 hours of signing the Settlement Agreement, Defendants breached it. Defendants’ first payment under the Settlement Agreement was due within 48 hours of signing. Defendants, however, did not complete that payment until 19 days after signing the Settlement Agreement. Defendants’ next payment was due on September 19, 2021. As of the date of this Motion, Defendants have made no portion of that payment. When the Parties met and conferred regarding Defendants’ breaches and this Motion, Defendants would not agree to any date certain for making the outstanding second payment and would not agree to pay any interest on the late payments.

To remedy Defendants’ breaches of the Settlement Agreement and to prevent further breaches, PeaceTech submits the attached Motion. Specifically, PeaceTech respectfully requests that the Court grant PeaceTech’s Motion to Enforce Settlement Agreement and order:



1. That, within 48 hours of the Court issuing its Order, Defendants Pinard and Mr. Pienaar pay to the USIP or PeaceTech the outstanding amount of \$750,000 that is overdue under Defendants' Settlement Agreement with PeaceTech;
2. that, within 48 hours of the Court issuing its Order, Defendants pay to PeaceTech (a) the interest owed on the previously overdue payment of \$450,000 and (b) the interest owed on the currently overdue payment of \$750,000;
3. that Defendants pay to PeaceTech the fees and costs incurred due to Defendants' breaches of the Settlement Agreement;
4. that Defendants meet their other obligations under the Settlement Agreement, including that Defendants make the third payment due under the Settlement Agreement on time and in full by the date that it is due, December 31, 2021; and
5. any other sanction against Defendants or relief that the Court deems proper.

## **FACTUAL AND PROCEDURAL BACKGROUND**

### **A. PeaceTech**

PeaceTech is a small, 501(c)(3)-registered non-profit headquartered in Washington, D.C. Ex. A, Declaration of Sheldon Himelfarb ("Himelfarb Decl.") at ¶ 3. Its mission is to promote peace around the world through technology. *Id.* PeaceTech relies on grants and contributions for the vast majority of its budget. *Id.* In 2019, the year of PeaceTech's most recently filed tax return, its total expenditures were \$2.2 million. *Id.*

### **B. Defendants Breached Three Agreements with PeaceTech Leading to This Litigation**

When PeaceTech began its relationship with Mr. Pienaar and his companies—the Defendants—PeaceTech thought that it had found valuable allies for its important mission. Ex. A,

Himelfarb Decl. at ¶ 5. Defendants turned out to be anything but that. The underlying litigation here arises from Defendants' breaches of three agreements with PeaceTech:

1. In 2017, Defendant Mr. Pienaar and his family trust, Defendant Pinard, pledged \$1.5 million to PeaceTech in exchange for naming rights. Defendants did not pay any portion of that \$1.5 million. *Id.* at ¶ 6; *see also* ECF No. 20, First Amended Complaint at ¶¶ 32, 46, 66–71.
2. Later in 2017, Defendant Mr. Pienaar and his company Defendant C5 Accelerate contracted with PeaceTech to collaborate on a start-up accelerator program. The contract required C5 Accelerate to make a series of payments to PeaceTech to support the program, and it required C5 Accelerate to give to PeaceTech securities in entities developed in the program. Defendants made no payments after the first payment and failed to provide any of the required securities. Ex. A, Himelfarb Decl. at ¶ 7; *see also* ECF No. 20 at ¶¶ 72–80, 147.
3. In 2018, Mr. Pienaar and his company Defendant C5 Capital signed a Term Sheet and closing documents to invest \$3 million in a new technology product that PeaceTech was developing called groundTruth. Defendants made two advances totaling \$300,000 toward the agreed-upon \$3 million investment but otherwise did not fulfill their obligations, forcing groundTruth to cease operations. Ex. A, Himelfarb Decl. at ¶ 8; *see also* ECF No. 20 at ¶¶ 81–112.

Over the next two years, PeaceTech and Defendants attempted to negotiate a resolution related to the breaches described above. Ex. A, Himelfarb Decl. at ¶ 9. When these attempts did not succeed, PeaceTech filed this case. *Id.*

### C. This Litigation and the Parties' Settlement Agreement

In April 2020, PeaceTech filed its Complaint in this case. ECF No. 1. After Defendants moved to dismiss, PeaceTech filed an Amended Complaint in August 2020. ECF No. 20. Defendants' filed a new Motion to Dismiss, which the Court granted in part and denied in part. *See* ECF Nos. 25 and 26. In January 2021, Defendants filed an Answer and Counterclaims. ECF No. 27.

In July 2021, the Parties reached a Settlement Agreement for all claims at issue in this litigation. *See* Ex. C, Settlement Agreement at 7–10.<sup>1</sup> All Parties signed the Settlement Agreement on July 20, 2021, except for one of the Defendants, which signed on July 21, 2021. *Id.* Defendant Mr. Pienaar signed on behalf of each Defendant.<sup>2</sup> *Id.* at 7–9.

The Settlement Agreement requires Defendants to make three payments totaling \$1.95 million to PeaceTech and to non-Party USIP<sup>3</sup>:

1. Within 48 hours of the last Party signing the Settlement Agreement (*i.e.*, by July 23, 2021), Defendant C5 Accelerate was required to pay PeaceTech \$450,000 by wire/ACH. Ex. C, Settlement Agreement at 2.
2. Within 60 days of the last Party signing the Settlement Agreement (*i.e.*, by September 19, 2021), Mr. Pienaar was required to pay non-party USIP \$750,000 by wire/ACH and to notify PeaceTech when he made the payment. *Id.*

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<sup>1</sup> Because the Parties executed the Settlement Agreement in multiple counterparts, Exhibit C includes multiple signature pages. Therefore, page number references to the Settlement Agreement herein refer to the pages of the combined document, starting with the slip sheet as page 1, rather than the page numbers on the bottom of each page of the Agreement.

<sup>2</sup> In addition to Mr. Pienaar, one other person also signed on behalf of Defendant C5 Holdings S.a.r.l.

<sup>3</sup> PeaceTech was created by USIP in 2014 as an innovative non-profit organization. Ex. A, Himelfarb Decl. at ¶ 4. PeaceTech continues to work out of USIP's building and retains some formal links to USIP. *Id.*

3. The Settlement Agreement also requires Mr. Pienaar to make another payment of \$750,000 to USIP by December 31, 2021 and to notify PeaceTech of that payment.

*Id.*

The Parties agreed that “Defendants shall place no limitations or restrictions on the \$1,500,000 payments to USIP under this Agreement,” and that, if “USIP declines any part of the Settlement Payment from Mr. Pienaar, then payment in the same amount shall be promptly made to PeaceTech from Mr. Pienaar or Pinard.” *Id.* Defendant Pinard is jointly and severally liable for the two payments of \$750,000. *Id.* at 6.

The Settlement Agreement does not require PeaceTech to pay anything to Defendants or to any other entity. *See id.*

The Settlement Agreement includes a provision for interest payments if “any payment described in this section [regarding the three payments listed above] is not made in full by the relevant deadline.” *Id.* at 3. The interest, which “accrue[s] at a rate of 6% per annum,” is to be paid to PeaceTech, regardless of “whether [the interest payments] stem from a settlement payment due to PeaceTech or to a settlement payment due to USIP.” *Id.*

Finally, the Agreement provides that, if a party breaches any of its obligations, then the non-breaching party may “obtain all relief provided by law or equity, including recovery of monetary damages and/or to apply for and receive an injunction to restrain any violation of this Agreement.” *Id.* at 4. “For the avoidance of doubt,” the Parties agreed that “PeaceTech has the right to enforce the provisions of this Agreement related to the payment directed to USIP.” *Id.*

#### **D. Defendants Immediately Breached the Settlement Agreement**

Defendants breached the Settlement Agreement almost immediately—within 48 hours of signing it. During negotiations, PeaceTech insisted upon a provision for prompt payment of the first \$450,000, an important term after years of being strung along by Defendants’ false promises.

Ex. A, Himelfarb Decl. at ¶ 11. Defendants agreed to the payment schedule, and all Parties signed the Settlement Agreement by July 21, 2021, which meant that Defendants were required to make the first payment of \$450,000 to PeaceTech by July 23, 2021. Ex. C, Settlement Agreement at 2. Defendants failed to make that payment as they had agreed to do just two days earlier.

On July 28, 2021, five days after the \$450,000 was due, PeaceTech received a notification from its bank of an inbound wire for \$100,000. Ex. A, Himelfarb Decl. at ¶ 12; Ex. D, First Wire Confirmation. The notification includes the date July 27, 2021, indicating that the transfer was apparently initiated the previous day—four days after it was due. *See* Ex. D, First Wire Confirmation. Defendants did not provide any explanation as to why the payment was tardy and not in the full amount due. Ex. B, Declaration of Matthew Miller (“Miller Decl.”) at ¶ 4.

On July 30, 2021, counsel for the Parties spoke at PeaceTech’s request. *Id.* at ¶ 5. During that meeting, counsel for Defendants stated his understanding that payment for the remainder of the full amount of the first \$450,000 due under the Settlement Agreement either had been initiated or would be made early the next week. *Id.* at ¶ 6; *see also* Ex. E at 4–5, Email from Maura Sokol, Counsel for PeaceTech, to Teddy Baldwin, Counsel for Defendants (July 30, 2021, 5:33 PM) (memorializing discussion between counsel). On August 2, 2021, counsel for Defendants wrote to counsel for PeaceTech stating, “I spoke with the client and understand that payment is in process and should be received in the next few days, if not sooner.” Ex. E at 4, Email from Teddy Baldwin, Counsel for Defendants, to Maura Sokol, Counsel for PeaceTech (Aug. 2, 2021, 10:44 PM).

That payment, however, was not “in process.” A week later, counsel for PeaceTech again wrote to Defendants, stating that PeaceTech would seek an order from the Court enforcing the Settlement Agreement if Defendants did not make the outstanding payment plus interest. Ex. E at 1–2, Email from Matthew Miller, Counsel for PeaceTech, to Teddy Baldwin, Counsel for

Defendants (Aug. 9, 2021, 4:42 PM). Finally, on August 12, 2021, counsel for Defendants sent PeaceTech confirmation of a wire for the outstanding \$350,000, which showed that the payment had been wired on August 11, 2021 and did not include the interest owed. Ex. F, Second Wire Confirmation; Ex. G, Email from Teddy Baldwin, Counsel for Defendants, to Counsel for PeaceTech (Aug. 12, 2021, 12:32 PM) (attaching wire confirmation).

While PeaceTech did not press the issue of the missing interest at the time, counsel for PeaceTech wrote to Defendants' counsel to reserve PeaceTech's "rights to seek the interest on the tardy first payment and any other appropriate relief, including if the wire does not clear, if Defendants are late with any subsequent payments, or if Defendants otherwise breach the agreement again." Ex. H, Email from Matthew Miller, Counsel for PeaceTech, to Teddy Baldwin, Counsel for Defendants (Aug. 12, 2021, 12:55 PM). Defendants owe PeaceTech interest on the first payment in the amount of \$1,158.83.<sup>4</sup> Ex. B, Miller Decl. at ¶ 8.

#### **E. The Court Dismissed the Case and Retained Jurisdiction**

The Parties agreed in the Settlement Agreement to move jointly to dismiss the instant case after PeaceTech received the first \$450,000 from Defendants. PeaceTech filed the Parties' previously agreed-upon Joint Stipulation of Dismissal on August 17, 2021. ECF No. 33. The Court dismissed the case the next day, retaining jurisdiction to enforce the Settlement Agreement. Minute Entry of August 18, 2021.

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<sup>4</sup> For each day that Defendants were late with the entire \$450,000, they owe PeaceTech \$73.97 ( $\$450,000 \times (0.06 \times (1 \text{ day} / 365 \text{ days}))$ ). For each day Defendants were late with the \$350,000 that remained after the initial \$100,000 payment, Defendants owe PeaceTech \$57.53 ( $\$350,000 \times (0.06 \times (1 \text{ day} / 365 \text{ days}))$ ). Defendants were 4 days late with the entire payment, and 15 additional days late with the remaining \$350,000:  $(4 \text{ days} \times \$73.97 / \text{day}) + (15 \text{ days} \times \$57.53 / \text{day}) = \$1,158.83$ .

## **F. Defendants Breached the Settlement Agreement Again**

Defendants breached the Settlement Agreement again when it came time for them to make the second required payment. The Settlement Agreement required Mr. Pienaar to make a payment of \$750,000 to USIP by September 19, 2021 and to provide written notification to PeaceTech of that payment by the next business day. Ex. C, Settlement Agreement at 2, 6–8.

On September 21, 2021, PeaceTech’s counsel wrote to Defendants’ counsel to inquire about the status of the late second payment. Ex. I at 2–3, Email from Maura Sokol, Counsel for PeaceTech, to Teddy Baldwin, Counsel for Defendants (September 21, 2021, 8:23 PM). The next evening, when Defendants had not responded or provided word about this second past-due payment, PeaceTech’s counsel wrote again asking to meet and confer. Ex. I at 3, Email from Maura Sokol, Counsel for PeaceTech, to Teddy Baldwin, Counsel for Defendants (September 22, 2021, 9:20 PM).

Counsel for the Parties met and conferred on September 28, 2021. Ex. B, Miller Decl. at ¶ 10. During that teleconference, counsel for PeaceTech stated that it would not file the instant Motion if Defendants would commit to a reasonable date certain to make the outstanding \$750,000 payment and pay the outstanding interest on the two late payments. *Id.* at ¶ 11. Counsel for the Defendants stated: (a) that Defendants would not agree to any particular date certain for making the outstanding payment; (b) that Defendant Mr. Pienaar was in “discussions” with USIP regarding a pledge, but counsel could relay no specific information about those discussions; and (c) that Defendants would object to each aspect of the relief requested in this Motion. *Id.* at ¶ 12. It is not clear what Defendants’ “discussions” with USIP could entail that would justify this latest breach. The Settlement Agreement explicitly states, “Defendants shall place no limitations or restrictions on the \$1,500,000 payments to USIP under this Agreement” and that, “[i]f USIP declines any part

of the Settlement Payment from Mr. Pienaar, then payment in the same amount shall be promptly made to PeaceTech from Mr. Pienaar or Pinard.” Ex. C, Settlement Agreement at 2.

As of the date of this Motion, Defendants have not provided PeaceTech with notice that the \$750,000 payment has been made, and they apparently have not made the payment. Ex. B, Miller Decl. at ¶ 13. Interest due to PeaceTech is accruing at a rate of \$123.29 per day ( $\$750,000 \times (0.06 \times (1 \text{ day} / 365 \text{ days}))$ ). As of the date of this Motion, Defendants owe PeaceTech \$2,835.67 in interest on the tardy \$750,000 payment. *Id.* at ¶ 14.

### LEGAL STANDARD

“It is well established that federal district courts have the authority to enforce settlement agreements entered into by the litigants in cases pending before them.” *Demissie v. Starbucks Corp. Off. & Headquarters*, 118 F. Supp. 3d 29, 34 (D.D.C. 2015) (quoting *Ulliman Schutte Constr., LLC v. Emerson Process Mgmt. Power & Water Solutions*, No. 02–1987, 2007 WL 1794105, at \*3 (D.D.C. June 19, 2007)). A dismissed case remains pending before a district court if, when the court dismissed the case, it expressly retained jurisdiction over the settlement agreement. *See T St. Dev., LLC v. Dereje & Dereje*, 586 F.3d 6, 9–11 (D.C. Cir. 2009) (citing *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381 (1994)). The movant “bears the burden of showing, by clear and convincing evidence, that the parties in fact formed a binding [settlement] agreement.” *Blackstone v. Brink*, 63 F. Supp. 3d 68, 76 & n.8 (D.D.C. 2014) (citing *Samra v. Saheen Bus. & Inv. Grp., Inc.*, 355 F. Supp. 2d 483, 493 (D.D.C. 2005)).

“Where ‘a binding settlement bargain is conceded or shown,’ and ‘there is no factual dispute and no legal defense to enforcement,’ the court may summarily enforce a settlement agreement.” *Simms v. Ball St. Ventures, LLC*, 616 F. Supp. 2d 5, 6 (D.D.C. 2009) (quoting *Autera v. Robinson*, 419 F.2d 1197, 1200 (D.C. Cir. 1969)). Finally, because “[a]n action to enforce a settlement agreement is, at bottom, an action seeking the equitable remedy of specific performance



of a contract,” *Hall v. George Washington Univ.*, No. Civ.A. 99-1136 (RMU), 2005 WL 1378761, at \*4 (D.D.C. May 13, 2005) (citing *Quijano v. Eagle Maint. Servs., Inc.*, 952 F. Supp. 1, 3 (D.D.C. 1997), *abrogated in part on other grounds by Samra*, 355 F. Supp. 2d 483), the parties “have no right to a jury trial,” and the district court makes its own determinations about credibility. *Blackstone*, 63 F. Supp. 3d at 76 (citing *Quijano*, 952 F. Supp. at 3); *accord Hall*, 2005 WL 1378761, at \*5.

### LAW AND ARGUMENT

As a threshold matter, the Court has jurisdiction over performance of the Settlement Agreement and may enforce it. In its August 18, 2021 Order, when the Court dismissed the underlying case, it expressly “retain[ed] jurisdiction over this matter solely to enforce the terms of the parties’ settlement agreement.” Minute Entry of August 18, 2021; *see also* Ex. C, Settlement Agreement at 3 (providing that this Court shall retain jurisdiction to enforce the Agreement). The case is therefore pending for purposes of this Motion, and the Court may enforce the Agreement. *See Kokkonen*, 511 U.S. at 381; *T St. Dev.*, 586 F.3d at 9–11 (stating that, after *Kokkonen*, a district court retains jurisdiction over a settlement agreement if the court “expressly retained jurisdiction over the agreement”).

Further, because there is no dispute here about the existence of a binding Settlement Agreement, the Court may summarily enforce it. *See Hall*, 2005 WL 1378761, at \*4 (noting that, “[i]n most cases,” where “there is no genuine dispute” about the existence of a settlement agreement, “a district court can enforce [it] summarily”); *see also Franklin v. Kelly*, No. 90-3124 (SS), 1992 WL 276949, at \*3–4 (D.D.C. Sept. 24, 1992) (summarily enforcing an undisputed settlement agreement). Relatedly, a party breaches a contract “if [the] party fails to perform when performance is due.” *E.g., Eastbanc, Inc. v. Georgetown Park Assocs. II, L.P.*, 940 A.2d 996, 1004 (D.C. 2008) (citing 9 Corbin on Contracts § 943 (interim ed. 2002)) (distinguishing breach and

repudiation); *see also* Ex. C, Settlement Agreement at 5 (providing that the Agreement shall be performed and interpreted under District of Columbia law). Defendants are in breach of the Agreement.

In light of Defendants' breaches of the Settlement Agreement, PeaceTech respectfully requests that the Court (1) order Defendants Mr. Pienaar and Pinard to pay to USIP or PeaceTech the overdue \$750,000, (2) order Defendants to pay to PeaceTech the interest owed, (3) order Defendants to pay PeaceTech's fees and costs incurred due to Defendants' breaches, (4) order Defendants to meet their other obligations under the Settlement Agreement, and (5) order Defendants to be subject to any other relief the Court deems proper.

**A. The Court Should Order Defendants Pienaar and Pinard to Make the Overdue \$750,000 Payment**

Defendants Mr. Pienaar and Pinard should be ordered to pay to USIP or PeaceTech the outstanding \$750,000 that is overdue under the Settlement Agreement. The Settlement Agreement required Mr. Pienaar to pay that \$750,000 by September 19, 2021, and provides that Pinard is jointly and severally liable for the payment. Ex. C, Settlement Agreement at 2, 6. The payment inexcusably remains outstanding. Ex. A, Himelfarb Decl. at ¶ 14; Ex. B, Miller Decl. at ¶ 13.

Mr. Pienaar's allegedly ongoing "discussions" with USIP cannot justify this latest breach in Defendants' long line of breaches. The Settlement Agreement expressly states:

Defendants shall place no limitations or restrictions on the \$1,500,000 payments to USIP under this Agreement. If USIP declines any part of the Settlement Payment from Mr. Pienaar, then payment in the same amount shall be promptly made to PeaceTech from Mr. Pienaar or Pinard.

Ex. C, Settlement Agreement at 2. Defendants agreed to make the first \$750,000 payment by September 19, 2021, and to do so, if it went to USIP, with "no limitations or restrictions." *Id.* There should be little to discuss with USIP, and there is no reason that if discussions were necessary, they could not have taken place in the two months after Defendants signed the Settlement

Agreement—the period to which Defendants agreed. Moreover, if USIP will not accept the payment, the Settlement Agreement provides that it “shall be promptly made to PeaceTech” instead. *Id.*

PeaceTech therefore respectfully requests that the Court order Defendants Mr. Pienaar and Pinard to pay USIP or PeaceTech the outstanding amount of \$750,000 owed under the Settlement Agreement.<sup>5</sup>

**B. The Court Should Order Defendants to Pay the Interest Owed**

Defendants should be ordered to pay to PeaceTech the interest owed on (a) the previously tardy \$450,000 payment and (b) the still outstanding, overdue \$750,000 payment. Section A of the Settlement Agreement describes the three payments Defendants agreed to make and provides for interest payments if “any payment described in this section is not made in full by the relevant deadline.” *See* Ex. C, Settlement Agreement at 3. The interest “accrue[s] at a rate of 6% per annum” and must be paid to PeaceTech, regardless of “whether [the interest payments] stem from a settlement payment due to PeaceTech or to a settlement payment due to USIP.” *Id.*

The interest rate of “6% per annum” should be calculated and charged daily because both equity and case law favor doing so. If interest accrued only after a full year, Defendants could breach the Settlement Agreement for 364 days without financial penalty, further stringing along PeaceTech after years of doing just that. Defendants should not be permitted to create and exploit a loophole here. Additionally, Courts have interpreted the District of Columbia’s default interest provision in the D.C. Code to require a daily—not yearly—calculation of interest. *See generally* D.C. Code § 28-3302 (“The rate of interest in the District . . . in the absence of expressed contract,

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<sup>5</sup> If the Court orders Mr. Pienaar and Pinard to make payments under the Settlement Agreement and those Defendants do not make the required payments, PeaceTech reserves its right to seek to collect from the other Defendants given the close relationship between all Defendants and Defendants’ course of conduct.

is 6% per annum.”). In *Embassy of Federal Republic of Nigeria v. Ugwuonye*, 297 F.R.D. 4 (D.D.C. 2013), for example, this Court awarded interest under that D.C. Code provision and ordered that the amount of the award be calculated daily. *See id.* at 13 (awarding “interest at the rate of 6% per annum, or \$254.79 per day”).

Here, Defendants’ first settlement payment of \$450,000 to PeaceTech was late. For the first four days after payment was due, PeaceTech received no payment, and thus the accrued interest during the first four days is \$295.88.<sup>6</sup> Defendants then made only a partial payment of \$100,000 on July 29, 2021. *See* Ex. D, First Wire Confirmation; Ex. E, Email from Matthew Miller, Counsel for PeaceTech, to Teddy Miller, Counsel for Defendants (July 28, 2021, 11:36 AM). But the Defendants did not pay the remaining \$350,000 until August 11, 19 days after payment was due and 15 more days after the initial partial payment of \$100,000. *See* Ex. F, Second Wire Confirmation. Thus, the accrued interest during this 15-day period is \$862.95.<sup>7</sup> The total accrued interest due to PeaceTech from Defendants’ late payment of \$450,000 is therefore \$1,158.83<sup>8</sup>

Defendant’s second settlement payment of \$750,000, due on September 19, 2021, is also late and remains outstanding. *See* Ex. C, Settlement Agreement at 2; Ex. A, Himelfarb Decl. at ¶ 14; Ex. B, Miller Decl. at ¶ 13. The interest accruing daily on this late payment is \$123.29.<sup>9</sup> As of the date of this Motion, Defendants owe PeaceTech \$2,835.67 as a result of the late \$750,000 payment.<sup>10</sup>

Therefore, the total amount of interest due to PeaceTech from Defendant’s late first settlement payment and outstanding second settlement payment is \$1,158.83, plus \$123.29

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<sup>6</sup>  $\$450,000 \times 0.06 \times (1 \text{ day} / 365 \text{ days}) = \$73.97 \text{ per day. } (\$73.97 / \text{day}) \times 4 \text{ days} = \$295.88.$

<sup>7</sup>  $\$350,000 \times 0.06 \times (1 \text{ day} / 365 \text{ days}) = \$57.53 \text{ per day. } (\$57.53 / \text{day}) \times 15 \text{ days} = \$862.95.$

<sup>8</sup>  $\$295.88 + \$862.95 = \$1,158.83.$

<sup>9</sup>  $\$750,000 \times 0.06 \times (1 \text{ day} / 365 \text{ days}) = \$123.29 \text{ per day.}$

<sup>10</sup>  $(\$123.29 / \text{day}) \times 23 \text{ days} = \$2,835.67.$

multiplied by the number of days from September 19, 2021 to the date Defendants make that payment.

Despite section A of the agreement requiring Defendants to pay this accrued interest to PeaceTech, Defendants have not paid it. *See* Ex. A, Himelfarb Decl. at ¶ 15. Defendants are therefore in breach of the Agreement, and PeaceTech respectfully requests that the Court order Defendants to pay to PeaceTech the owed interest.

**C. The Court Should Order Defendants to Pay PeaceTech’s Fees and Costs Incurred Due to Defendants’ Breaches**

Defendants should be ordered to pay PeaceTech’s fees and costs incurred due to Defendants’ breaches of the Settlement Agreement. District of Columbia courts have long recognized that the American rule—that each party pay for its litigation fees and costs—is subject to several exceptions, including an agreement between the parties and bad faith. *See, e.g., Nest & Totah Venture, LLC v. Deutsch*, 31 A.3d 1211, 1229 (D.C. 2011) (citing *Psaromatis v. Eng. Holdings I, L.L.C.*, 944 A.2d 472, 490 (D.C. 2008)) (parties’ agreement); *In re Jumper*, 984 A.2d 1232, 1247–48 (D.C. 2009) (citing *Jung v. Jung*, 844 A.2d 1099, 1107 (D.C. 2004)) (bad faith); *see also Wilcox v. Sisson*, No. Civ.A. 02-1455(RMC), 2006 WL 1443981, at \*10 (D.D.C. May 25, 2006) (citing *Alyeska Pipeline Serv. Co. v. Wilderness Soc’y*, 421 U.S. 240, 259 n.31 (1975), *superseded by statute on other grounds as recognized in Moore v. Permanente Med. Grp., Inc.*, 981 F.2d 443, 446 (9th Cir. 1992)) (holding that, in a diversity action, District of Columbia law governs the award of fees and costs).

Defendants and PeaceTech agreed that, if a party breaches the Settlement Agreement, then the other party is entitled “to obtain *all* relief provided by law or *equity*, including recovery of monetary damages.” *See* Ex. C, Settlement Agreement at 4 (emphases added). Equitable relief here includes the application of the bad faith exception. *See Synanon Found., Inc. v. Bernstein*, 517

A.2d 28, 38 (D.C. 1986) (“An equity court has the unquestioned power to award attorney’s fees against a party who shows bad faith . . . .” (quoting *Hutto v. Finney*, 437 U.S. 678, 689 n.14 (1978))). Bad faith, in turn, “may be found where ‘a party, confronted with a clear statutory or judicially-imposed duty towards another, is so recalcitrant in performing that duty that the injured party is forced to undertake otherwise unnecessary litigation to vindicate plain legal rights.’” *Am. Hosp. Ass’n v. Sullivan*, 938 F.2d 216, 220 (D.C. Cir. 1991) (quoting *Fitzgerald v. Hampton*, 545 F. Supp. 53, 57 (D.D.C. 1982)). Thus, the Settlement Agreement, by allowing for “all relief provided by law or equity,” establishes that PeaceTech may recover fees and costs because Defendants acted in bad faith by forcing PeaceTech to file this Motion to vindicate its plain legal rights. Additionally, the fact that Defendants breached the Agreement within 48 hours of signing it is a clear indication of bad faith.

Here, the Agreement is unambiguous: it specifies the date on which each payment was to be made, the method of each payment, and the recipient of each payment. *See* Ex. C, Settlement Agreement at 2. The Agreement thus imposed a clear duty on Defendants. Yet, Defendants have breached the Agreement twice, the culmination of a long history of their contractual breaches. Defendants’ breaches forced PeaceTech through its counsel to “vindicate [its] plain legal rights,” *see Am. Hosp. Ass’n*, 938 F.2d at 220, by bringing this Motion to enforce the Settlement Agreement. PeaceTech therefore respectfully asks the Court to order Defendants to pay the fees and costs associated with bringing this Motion and otherwise responding to Defendants’ breaches.<sup>11</sup> If the Court awards these fees and costs, PeaceTech will provide an affidavit

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<sup>11</sup> That PeaceTech’s attorneys are representing their non-profit client pro bono is of no moment. *See* Ex. A, Miller Decl. at ¶ 15. D.C. courts have consistently held that “attorney’s fees may be awarded even though representation was provided on a pro bono basis.” *Saxon v. Zirkle*, 97 A.3d 568, 576 (D.C. 2014) (collecting cases).

demonstrating the amount of fees,<sup>12</sup> their necessity, the tasks on which those fees were expended, and any other information that the Court requests.

**D. The Court Should Order Defendants to Meet Their Other Obligations Under the Agreement**

Defendants should be ordered to meet their other obligations under the Agreement—in particular, making the third payment of \$750,000 to USIP on time by December 31, 2021 and in full. Section I of the Settlement Agreement, entitles the non-breaching party, upon a breach by the other party, to “obtain all relief provided by law or equity, including . . . apply[ing] for and receiv[ing] an injunction to restrain any violation of this Agreement.” *See id.* at 4. Defendants’ breaches of the Settlement Agreement, on top of Defendants’ history of breaches that precipitated this case, justify an order from the Court that Defendants not breach the Settlement Agreement again. PeaceTech therefore respectfully requests that the Court order Defendants to meet their other obligations under the Agreement, including, in particular, by making the third payment of \$750,000 to USIP or PeaceTech on time by December 31, 2021 and in full.

**E. The Court Should Order Any Other Sanction Against Defendants or Relief that the Court Deems Proper**

Defendants should be subject to any other sanction, and PeaceTech should be granted any other relief, that the Court deems proper. For example, the Court should order that Defendants make the two outstanding \$750,000 payments to PeaceTech instead of USIP given that (1) the Settlement Agreement requires the \$750,000 payments be made without restrictions or limitations, (2) the Settlement Agreement directs those payments to PeaceTech if USIP refuses them, and (3) Defendants have had more than two months since signing the Settlement Agreement to make the

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<sup>12</sup> The fees and costs PeaceTech seeks here are the legal fees that PeaceTech’s attorneys incurred from July 24, 2021 (the day after the first \$450,000 settlement payment was due to PeaceTech) through the date of the Court’s Order on this Motion.

first \$750,000 to USIP and have failed to do so, the result of apparently stalled “discussions” between Defendants and USIP. *See* Ex. C, Settlement Agreement at 2, 6. In other words, because Defendants have been unable or unwilling to make the first \$750,000 payment to USIP, Defendants should be ordered to make the \$750,000 payments to PeaceTech instead.

### CONCLUSION

For the foregoing reasons, PeaceTech respectfully requests that the Court grant its Motion to Enforce Settlement Agreement.

Dated: October 12, 2021

COVINGTON & BURLING LLP

By: /s/ Matthew V. Miller  
Benjamin J. Razi (No. 475946)  
Matthew V. Miller (No. 1614900)  
Maura Sokol (*pro hac vice*)  
850 Tenth Street, NW  
Washington, DC 20001  
Telephone: (202) 662-5463  
brazi@cov.com  
msokol@cov.com

*Attorneys for Plaintiff  
PeaceTech Lab, Inc.*



**CERTIFICATE OF SERVICE**

I hereby certify that on October 12, 2021, I electronically filed the foregoing documents with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF.

By: /s/ Matthew V. Miller

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

PEACETECH LAB, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 1:20-cv-922-JDB
	)	
C5 ACCELERATE LLC, PINARD	)	
S.A.R.L., C5 HOLDINGS S.A.R.L.,	)	
GROUNDTRUTH INVESTOR LLC, MR.	)	
ANDRE PIENAAR,	)	
C5 CAPITAL LTD.	)	
	)	
Defendants.	)	

**[PROPOSED] ORDER**

Upon consideration of Plaintiff's Motion to Enforce Settlement Agreement and the entire record herein, it is hereby

**ORDERED** that the Motion to Enforce Settlement Agreement is **GRANTED**; it is further

**ORDERED** that, within 48 hours of this Order, Defendants Pinard and Mr. Pienaar pay to the United States Institute for Peace ("USIP") or to PeaceTech the outstanding amount of \$750,000 that is overdue under Defendants' Settlement Agreement with PeaceTech and provide PeaceTech with written notice of that payment by the next business day; it is further

**ORDERED** that, within 48 hours of this Order, Defendants pay to PeaceTech \$1,158.83 in interest on the previously overdue \$450,000 payment; it is further

**ORDERED** that, within 48 hours of this Order, Defendants pay to PeaceTech all interest accrued on the late payment of \$750,000 that was due on September 19, 2021, which has been accruing at a rate of \$123.29 per day; it is further

**ORDERED** that, Defendants shall pay to PeaceTech the fees and costs incurred due to Defendants' breaches of the Settlement Agreement; it is further

**ORDERED** that, within seven days of this Order, PeaceTech shall submit to the Court an affidavit demonstrating the amount of the fees and costs incurred due to Defendants' breaches of the Settlement Agreement; it is further

**ORDERED** that Defendants shall meet their other obligations under the Settlement Agreement, including by making the third payment due under the Settlement Agreement on time and in full on or before the date that it is due, December 31, 2021.

**SO ORDERED.**

\_\_\_\_\_  
Hon. John D. Bates  
Senior United States District Judge

Dated: \_\_\_\_\_

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

PEACETECH LAB, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 1:20-cv-922-JDB
	)	
C5 ACCELERATE LLC, PINARD	)	
S.A.R.L., C5 HOLDINGS S.A.R.L.,	)	
GROUNDTRUTH INVESTOR LLC, MR.	)	
ANDRE PIENAAR,	)	
C5 CAPITAL LTD.	)	
	)	
Defendants.	)	

**DECLARATION OF DR. SHELDON HIMELFARB, PH.D. IN SUPPORT OF  
PEACETECH’S MOTION TO ENFORCE SETTLEMENT AGREEMENT**

I, Sheldon Himelfarb, Ph.D., declare:

1. I make this Declaration in support of the Motion to Enforce the Settlement Agreement made by PeaceTech Lab, Inc. (“PeaceTech”) based on my personal knowledge, information, and belief. If called to testify as a witness, I could and would competently do so under oath.

2. I am the President and Chief Executive Officer of PeaceTech.

3. PeaceTech is a small, 501(c)(3)-registered non-profit headquartered in Washington, D.C. Its mission is to promote peace around the world through technology. PeaceTech relies on grants and contributions for the vast majority of its budget. In 2019, the year of PeaceTech’s most recently filed tax return, its total expenditures were \$2.2 million.

4. PeaceTech was created by USIP in 2014 as an innovative non-profit organization. PeaceTech continues to work out of USIP’s building and retains some formal links to USIP.

5. When PeaceTech began its relationship with Andre Pienaar and his companies—C5 Accelerate LLC (“C5 Accelerate”), Pinard S.a.r.l. (“Pinard”), C5 Holdings S.a.r.l. (“C5 Holdings”), GroundTruth Investor LLC (“GTI”), and C5 Capital Ltd. (“C5 Capital”) (collectively, the “Defendants”)—PeaceTech thought that it had found valuable allies for its important mission. Defendants turned out to be anything but that.

6. In 2017, Defendant Mr. Pienaar and his family trust, Defendant Pinard, pledged \$1.5 million to PeaceTech in exchange for naming rights. Defendants did not pay any portion of that \$1.5 million.

7. Later in 2017, Defendant Mr. Pienaar and his company Defendant C5 Accelerate contracted with PeaceTech to collaborate on a start-up accelerator program. The contract required C5 Accelerate to make a series of payments to PeaceTech to support the program, and it required C5 Accelerate to give to PeaceTech securities in entities developed in the program. Defendants made no payments after the first payment and failed to provide any of the required securities.

8. In 2018, Mr. Pienaar and his company Defendant C5 Capital signed a Term Sheet and closing documents to invest \$3 million in a new technology product that PeaceTech was developing called groundTruth. Defendants made two advances totaling \$300,000 toward the agreed-upon \$3 million investment but otherwise did not fulfill their obligations, forcing groundTruth to cease operations.

9. Over the next two years, PeaceTech and Defendants attempted to negotiate a resolution related to the breaches described above. When these attempts did not succeed, PeaceTech filed this case.

10. In July 2021, PeaceTech and Defendants reached a resolution to settle this case.

11. During negotiations for the Settlement Agreement, PeaceTech insisted upon a provision for prompt payment of the first \$450,000, an important term after years of being strung along by Defendants' false promises.

12. On July 28, 2021, five days after the first payment of \$450,000 was due under the Settlement Agreement, PeaceTech received a notification from its bank of an inbound wire, not for the \$450,000 (plus interest) Defendants owed, but for \$100,000.

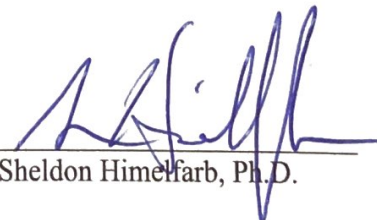
13. A true and correct copy of the notification that PeaceTech received from its bank of an inbound wire for the \$100,000 is attached to this Declaration as Exhibit D.

14. The \$750,000 payment that was due on September 19, 2021 under the Settlement Agreement inexcusably remains outstanding. As far as I am aware, USIP has not received that payment. PeaceTech has not received that payment either. And PeaceTech has not received any notification that Defendants made that payment.

15. PeaceTech has not received any interest payment from any Defendant.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: 10/11/21  
Washington, D.C.

By:   
Sheldon Himelfarb, Ph.D.

# **EXHIBIT B**



**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

PEACETECH LAB, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 1:20-cv-922-JDB
	)	
C5 ACCELERATE LLC, PINARD	)	
S.A.R.L., C5 HOLDINGS S.A.R.L.,	)	
GROUNDTRUTH INVESTOR LLC, MR.	)	
ANDRE PIENAAR,	)	
C5 CAPITAL LTD.	)	
	)	
Defendants.	)	

**DECLARATION OF MATTHEW V. MILLER IN SUPPORT OF  
PEACETECH’S MOTION TO ENFORCE SETTLEMENT AGREEMENT**

I, Matthew V. Miller, declare:

1. I make this Declaration in support of the Motion to Enforce the Settlement Agreement made by PeaceTech Lab, Inc. (“PeaceTech”) based on my personal knowledge, information, and belief, formed after reasonable inquiry under the facts and circumstances. If called to testify as a witness, I could and would competently do so under oath.

2. I am an attorney at Covington & Burling LLP and counsel for PeaceTech in this matter. In this capacity, I am knowledgeable about the facts of this litigation, the parties to this litigation, and litigation generally in the U.S. District Court for the District of Columbia.

3. A true and correct copy of the parties’ Settlement Agreement is attached to this Declaration as Exhibit C.

4. Defendants C5 Accelerate LLC (“C5 Accelerate”), Pinard S.a.r.l. (“Pinard”), C5 Holdings S.a.r.l. (“C5 Holdings”), GroundTruth Investor LLC (“GTI”), C5 Capital Ltd. (“C5

Capital”), and Andre Pienaar (collectively, the “Defendants”) did not provide any explanation as to why the \$450,000 Settlement Agreement payment was tardy, and they did not provide any explanation as to why Defendants first paid only \$100,000 (before paying the rest of the \$450,000). A true and correct copy of the July and August 2021 email thread between counsel for Defendants and counsel for PeaceTech related to that late payment is attached to this Declaration as Exhibit E.

5. On July 30, 2021, counsel for the Parties spoke at PeaceTech’s request. I participated in the meeting for PeaceTech, along with my colleagues David Martin and Maura Sokol. Teddy Baldwin represented Defendants during the meeting.

6. During that July 30 meeting, Teddy Baldwin, counsel for Defendants, stated his understanding that payment for the remainder of the full amount of the first \$450,000 due under the Settlement Agreement either had been initiated or would be made early the next week.

7. On August 12, 2021, counsel for Defendants sent PeaceTech confirmation of a wire for the outstanding \$350,000, which showed that the payment had been wired on August 11, 2021 and did not include the interest owed. A true and correct copy of the email from counsel for Defendants that sent the wire confirmation is attached to this Declaration as Exhibit G. A true and correct copy of that wire confirmation is attached to this Declaration as Exhibit F. A true and correct copy of counsel for PeaceTech’s response to that confirmation is attached to this Declaration as Exhibit H.

8. For the late first payment of \$450,000 to USIP, Defendants owe to PeaceTech \$1,158.83 in interest. For each day that Defendants were late with the entire \$450,000, they owe PeaceTech \$73.97 ( $\$450,000 \times (0.06 \times (1 \text{ day} / 365 \text{ days}))$ ). For each day Defendants were late with the \$350,000 that remained after the initial \$100,000 payment, Defendants owe PeaceTech

\$57.53 (\$350,000 x (0.06 x (1 day / 365 days))). Defendants were 4 days late with the entire payment, and 15 additional days late with the remaining \$350,000: (4 days \* \$73.97 / day) + (15 days \* \$57.53 / day) = \$1,158.83.

9. On September 21, 2021, PeaceTech's counsel wrote to Defendants' counsel to inquire about the status of the \$750,000 that was due two days earlier. The next evening, when Defendants had not responded or provided word about this second past-due payment, PeaceTech's counsel wrote again asking to meet and confer. A true and correct copy of that September 2021 email thread is attached to this Declaration as Exhibit I.

10. Counsel for the Parties met and conferred on September 28, 2021. I participated in the meeting for PeaceTech, along with my colleagues David Martin and Adam Mitchell. Teddy Baldwin represented Defendants during the meeting.

11. During that September 28 teleconference, counsel for PeaceTech stated that it would not file the instant Motion if Defendants would commit to a reasonable date certain to make the outstanding \$750,000 payment and pay the outstanding interest on the two late payments.

12. During that September 28 teleconference, counsel for the Defendants stated: (a) that Defendants would not agree to any particular date certain for making the outstanding payment; (b) that Defendant Mr. Pienaar was in "discussions" with USIP regarding a pledge, but counsel could relay no specific information about those discussions; and (c) that Defendants would object to each aspect of the relief requested in PeaceTech's Motion.

13. As of the date of this Motion, Defendants apparently have not made the first required \$750,000 payment. They have not provided me with any notice that the payment has been made.

14. Interest due to PeaceTech is accruing at a rate of \$123.29 per day ( $\$750,000 \times (0.06 \times (1 \text{ day} / 365 \text{ days}))$ ). As of the date of this Motion, Defendants owe PeaceTech \$2,835.67 in interest on the tardy \$750,000 payment ( $(\$123.29 / \text{day}) \times 23 \text{ days} = \$2,835.67$ ).

15. Covington & Burling LLP is representing its client PeaceTech pro bono in this matter.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: October 12, 2021  
Bethesda, MD

By: /s/ Matthew V. Miller  
Matthew V. Miller

# **EXHIBIT C**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into between PeaceTech Lab, Inc. (“PeaceTech”) and C5 Accelerate LLC (“C5 Accelerate”), Pinard S.a.r.l. (“Pinard”), C5 Holdings S.a.r.l. (“C5 Holdings”), Groundtruth Investor LLC (“GTI”), C5 Capital Ltd. (“C5 Capital”), and Mr. Andre Pienaar (“Mr. Pienaar”) (collectively, “Defendants”) for themselves and for their directors, officers, representatives, board members, employees, agents, attorneys, insurers, and associates, past, present, and future, in their corporate and individual capacities. PeaceTech and Defendants are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

### RECITALS

PeaceTech and Defendants desire to fully, completely, and permanently resolve the lawsuit filed by PeaceTech against Defendants entitled *PeaceTech Lab, Inc. v. C5 Accelerate LLC, et al.*, in the U.S. District Court for the District of Columbia, Case No. 1:20-cv-922 (JDB) (the “Litigation”), and all claims and counterclaims between the Parties pertaining to or arising from contracts entered into between the Parties, specifically the Gift Agreement, Collaboration Agreement, and SAFE Agreements, as well as investments in groundTruth global, Inc.

NOW THEREFORE, in consideration of and in exchange for the promises, covenants, and releases contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties mutually agree as follows:

#### **A. Settlement Payments**

For and in consideration of the mutual covenants stated in this Agreement including, but not limited to, the releases set forth herein, C5 Accelerate shall pay to PeaceTech the sum of Four Hundred and Fifty Thousand Dollars (\$450,000.00) to be made by wire/ACH no later than 48 hours after this Agreement has been fully executed. PeaceTech will provide transfer instructions to C5 Accelerate’s counsel in writing upon execution of this Agreement.

In addition, for and in consideration of the mutual covenants stated in this Agreement including, but not limited to, the releases set forth herein, Mr. Pienaar shall pay to the United States Institute of Peace (“USIP”) One Million and Five Hundred Thousand Dollars (\$1,500,000.00). A first payment of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) shall be made by wire/ACH no later than sixty (60) days after this Agreement has been fully executed, followed by a second payment of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) by December 31, 2021.

When Mr. Pienaar makes a payment to USIP pursuant to this Agreement, Mr. Pienaar or his agents or counsel shall notify PeaceTech in writing of the date and amount of the payment by the next business day. Mr. Pienaar or his agents or counsel may provide such notice via email to counsel of record for PeaceTech in the Litigation. Defendants shall place no limitations or restrictions on the \$1,500,000 payments to USIP under this Agreement. If USIP declines any part of the Settlement Payment from Mr. Pienaar, then payment in the same amount shall be promptly made to PeaceTech from Mr. Pienaar or Pinard.

In the event any payment described in this section is not made in full by the relevant deadline for payment listed herein, the Parties agree that interest on that payment shall thereafter accrue at a rate of 6% per annum. All interest payments under this provision shall be paid to PeaceTech, whether they stem from a settlement payment due to PeaceTech or to a settlement payment due to USIP. The Parties agree that this provision for potential payment of interest is not punitive and not a provision for liquidated damages.

**B. U.S. District Court for the District of Columbia to Retain Jurisdiction**

The Parties agree that the United States District Court, District of Columbia, shall retain jurisdiction to enforce this Agreement.

**C. Attorneys' Fees and Costs**

The Parties shall pay their own attorneys' fees and costs in this Litigation.

**D. Entire Amount of Consideration**

The Parties agree that this Agreement sets forth the entire consideration and benefits to which PeaceTech is entitled from Defendants in exchange for PeaceTech's covenants, promises, and releases set forth herein.

The Parties agree that this Agreement sets forth the entire consideration and benefits to which Defendants are entitled from PeaceTech in exchange for Defendants' covenants, promises, and releases set forth herein.

Except as provided in this Agreement, neither Party shall seek any compensation or benefits of any kind or nature from the other Party, including, but not limited to, damages (whether compensatory, punitive, or otherwise), costs, or attorneys' fees, with respect to the claims in PeaceTech's Amended Complaint in this Litigation (ECF No. 20), the claims in Defendants' Counterclaims (ECF No. 27), or any other claims pertaining to or arising from the Litigation.

**E. Joint Stipulation and Order for Dismissal**

Effective upon actual receipt of the first payment in the amount of \$450,000 by PeaceTech described in the above Section A, the Parties agree to execute and file a Joint Stipulation and [Proposed] Order for Dismissal, attached hereto as Exhibit A.

**F. Conditions Constitute Valuable Consideration**

PeaceTech expressly acknowledges and agrees that the consideration from Defendants set forth herein constitutes good and valuable consideration for PeaceTech's covenants, promises, and releases set forth herein. PeaceTech expressly acknowledges that Defendants are providing good and valuable consideration to support this Agreement above and beyond any amounts or subjects that may have been disputed in this Litigation.

Defendants expressly acknowledge and agree that the consideration from PeaceTech set forth herein constitutes good and valuable consideration for Defendants' covenants, promises, and

releases set forth herein. Defendants expressly acknowledge that PeaceTech is providing good and valuable consideration to support this Agreement above and beyond any amounts or subjects that may have been disputed in this Litigation.

**G. Consultation with Counsel**

Each Party acknowledges that it has had an opportunity to fully discuss all aspects of this Agreement with an attorney. Each Party further acknowledges that it has carefully read and that it fully understands all of the provisions of this Agreement, and that it is voluntarily entering into this Agreement after consulting with legal counsel. Specifically, PeaceTech has consulted with its counsel at Covington & Burling LLP. Defendants have consulted with their counsel at Steptoe & Johnson LLP.

**H. Voluntary Release of Claims**

PeaceTech understands and agrees that, by signing this Agreement, PeaceTech is knowingly and voluntarily agreeing to waive and release all known claims against Defendants and all claims against Defendants that, by exercise of reasonable diligence, it could have known of, including the claims in PeaceTech's Amended Complaint in this Litigation (ECF No. 20) and any other claims against Defendants pertaining to or arising from the Gift Agreement, Collaboration Agreement, SAFE Agreements, or groundTruth global, Inc., once the Settlement Payments have been made in full.

Defendants understand and agree that, by signing this Agreement, they are knowingly and voluntarily agreeing to waive and release all known claims against PeaceTech and all claims against PeaceTech that, by exercise of reasonable diligence, they could have known of, including all of the claims in Defendants' Counterclaims (ECF No. 27) against PeaceTech and any other claims pertaining to or arising from the Gift Agreement, Collaboration Agreement, SAFE Agreements, or investment in groundTruth global, Inc.

**I. Remedies for Breach**

If a Party breaches any of its obligations under this Agreement, the other Party shall be entitled to obtain all relief provided by law or equity, including recovery of monetary damages and/or to apply for and receive an injunction to restrain any violation of this Agreement.

All Parties also recognize and agree that this Agreement is fully enforceable by any party. For the avoidance of doubt, PeaceTech has the right to enforce the provisions of this Agreement related to the payment directed to USIP described in the above section A.

**J. No Admissions**

By signing this Agreement and complying with its terms, neither PeaceTech nor Defendants admit to any inappropriate, unlawful, or tortious conduct. Both PeaceTech and Defendants deny that any such conduct has occurred.



**K. Confidentiality and Non-Disparagement**

The Parties agree that the terms of this Agreement shall be kept confidential, and that its terms shall not be disclosed to any third party, except: (a) to the Parties' attorneys; (b) as may be required by state or federal law, or the laws of any foreign jurisdiction; or (c) in connection with any action or proceeding to enforce the terms of this Agreement.

**L. Governing Law**

The Parties agree that the performance of this Agreement is to occur in the District of Columbia, and that the terms of this Agreement shall be interpreted under the laws of the District of Columbia and any applicable laws of the United States.

**M. Entire Agreement**

Upon the effective date of this Agreement, all prior oral or written agreements, if any, between PeaceTech and Defendants pertaining to the subject matter of this Agreement shall be terminated. The terms stated in this Agreement are all of the terms to which the Parties have agreed.

**N. Amendments Only in Writing**

This Agreement shall not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by both Parties.

**O. No Known Conflicts**

PeaceTech and Defendants each aver that they are not aware of any provisions of this Agreement that conflict with any controlling law or regulation.

**P. No Waiver**

The failure of any Party to enforce or to require strict or timely compliance with any term or provision of this Agreement shall not be deemed to be a waiver or relinquishment of any rights or obligations arising under this Agreement. Such failure shall not preclude or stop the Party from subsequently enforcing any term or provision of this Agreement or from seeking remedies for any subsequent breach of any term or provision of this Agreement.

No right or obligation arising under this Agreement can be waived or relinquished unless done in writing. Waiver or relinquishment of any one right or obligation at any one or more times shall not be deemed to be a waiver or relinquishment of that right or obligation at any other time or times and shall not be deemed to be a waiver or relinquishment of any other right or obligation arising under this Agreement at any time.

**Q. Severability**

Every part, term, or provision of this Agreement is severable from the others. This Agreement has been made with the clear intention that the validity and enforceability of the

remaining parts, terms, and provisions shall not be affected by any possible future finding by a duly constituted authority that a particular part, term, or provision is invalid, void, or unenforceable. If a provision in this Agreement is later found to be unlawful by a proper authority, the parties agree to construe the Agreement as if the unlawful provision did not exist.

**R. Timing**

After each Party has executed a copy of this Agreement, it shall serve that executed copy on the other Party by emailing the signed copy to counsel of record for the other Party. After each Party has served its executed copy of the Agreement on the other Party and the first payment of \$450,000 has been received, PeaceTech shall be authorized to execute on behalf of both Parties the Joint Stipulation and [Proposed] Order for Dismissal attached hereto as Exhibit A and shall file it with the Court in this Litigation.

**S. Joint and Several Liability**

Defendant Pinard is jointly and severally liable for the \$1.5 million payment to USIP described in section A above.

**T. Construction**

This Agreement shall be deemed to have been drafted equally by both Parties. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle in law or equity that the language is to be construed against any party shall not apply. The section and paragraph headings in this Agreement are included for convenience and shall not affect in any way the construction or interpretation of the Agreement. The plural includes the singular and the singular includes the plural; “and” and “or” are each used both conjunctively and disjunctively; “any” and “all” each mean “any and all”; “each” and “every” each mean “each and every”; and “including” and “includes” are each “without limitation.”

**U. Counterparts**

The Parties agree that this Agreement may be executed in one or more counterparts, and in both original form and one or more photocopies, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**V. Effective Date**

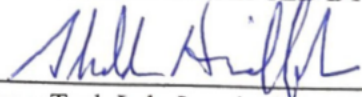
This Agreement shall be effective once all Parties have signed it. The effective date of this Agreement shall be the date of the last-in-time signature below.

**W. Understanding**

By executing this Agreement, each Party acknowledges that it has carefully read the Agreement; that the Party has had an opportunity to review the Agreement with an attorney of its own choice; that the Party fully and completely understands the terms and the binding effect of this Agreement; that the only promises and representations made to the Party that have led the Party to execute this Agreement are those stated in this Agreement; that the Party is executing this

Agreement knowingly and voluntarily and under its own free will, without any threat or coercion by any entity, including the other Party; and that the person whose signature appears for the Party below is duly authorized to execute this Agreement on behalf of the Party.

AGREED AND ACCEPTED BY

  
PeaceTech Lab, Inc., by its authorized agent

Printed Name: Sheldon Hine

Title: CEO

Date: 7/20/21

\_\_\_\_\_  
C5 Accelerate, LLC, by its authorized agent

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
C5 Holdings S.a.r.l., by its authorized agent

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Mr. Andre Pienaar

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Pinard S.a.r.l., by its authorized agent

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
C5 Capital, Ltd., by its authorized agent

Printed Name: \_\_\_\_\_

Agreement knowingly and voluntarily and under its own free will, without any threat or coercion by any entity, including the other Party; and that the person whose signature appears for the Party below is duly authorized to execute this Agreement on behalf of the Party.

# AGREED AND ACCEPTED BY

PeaceTech Lab, Inc., by its authorized agent

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:

*Andre Pienaar*

837BD6480B5D405...

C5 Accelerate, LLC, by its authorized agent

Printed Name: Andre Pienaar

Title: Chief Executive

Date: 7/20/2021 | 8:55 AM PDT

DocuSigned by:

*Andre Pienaar*

837BD6480B5D405...

C5 Holdings S.a.r.l., by its authorized agent

Printed Name: Andre Pienaar John Mills

Title: Chief Executive Director

Date: 7/20/2021 | 8:55 AM PDT 7/20/2021 | 4:58 PM BST

DocuSigned by:

*Andre Pienaar*

837BD6480B5D405...

Mr. Andre Pienaar

Printed Name: Andre Pienaar

Date: 7/20/2021 | 8:55 AM PDT

DocuSigned by:

*Andre Pienaar*

837BD6480B5D405...

Pinard S.a.r.l., by its authorized agent

Printed Name: Andre Pienaar

Title: Chief Executive

Date: 7/20/2021 | 8:55 AM PDT

DocuSigned by:

*Andre Pienaar*

837BD6480B5D405...

C5 Capital, Ltd., by its authorized agent

Printed Name: Andre Pienaar

Title: Chief Executive \_\_\_\_\_

Date: 7/20/2021 | 8:55 AM PDT \_\_\_\_\_

\_\_\_\_\_  
Groundtruth Investor LLC, by its authorized  
agent

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:

*Andre Pienaar*

837B0E330B5D405...


Groundtruth Investor LLC, by its authorized agent


Printed Name: Andre Pienaar


Title: Chief Executive

Date: 7/21/2021 | 9:02 AM PDT

# **EXHIBIT D**


 Back


Account Details 

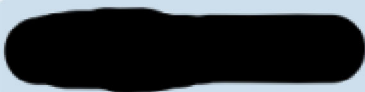



Operating Account


ACCT INFO




Available Balance 




Total Balance 


Pending 



No pending transactions.

Posted 

INCOMING FEDWIRE  
FUNDS TRANSFER &  
07/27/2021

\$100,000.00  




# **EXHIBIT E**

---

**From:** Sokol, Maura  
**Sent:** Wednesday, August 11, 2021 10:51 AM  
**To:** Baldwin, Teddy; Miller, Matthew V.  
**Cc:** Martin, David; Low, Lucinda; Razi, Benjamin  
**Subject:** RE: PeaceTech v. C5 Settlement Agreement

Teddy,

We can speak tomorrow at 1pm. I will circulate an invitation and link.

Maura

**Maura Sokol**

Pronouns: She/Her/Hers

Covington & Burling LLP  
One CityCenter, 850 Tenth Street, NW  
Washington, DC 20001-4956  
T +1 202 662 5528 | [msokol@cov.com](mailto:msokol@cov.com)  
[www.cov.com](http://www.cov.com)

**COVINGTON**

---

**From:** Baldwin, Teddy <[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)>  
**Sent:** Wednesday, August 11, 2021 8:18 AM  
**To:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>  
**Cc:** Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>; Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>; Razi, Benjamin <[brazi@cov.com](mailto:brazi@cov.com)>  
**Subject:** Re: PeaceTech v. C5 Settlement Agreement

**[EXTERNAL]**

Counsel:

I am traveling this week and in meetings. I cannot meet at the times proposed for today. I am available tomorrow between 12 and 2, if that time works for you.

Teddy

On Aug 9, 2021, at 4:42 PM, Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)> wrote:

Teddy,

Defendants' full first payment under the Settlement Agreement was due to be paid in July, within 48 hours of execution of the Settlement Agreement. If, by this Wednesday, August 11, at 5:00 pm Eastern Time, PeaceTech does not receive either (a) the outstanding portion of the first \$450,000 owed, including interest, or (b) sufficient proof that Defendants initiated a wire for the outstanding payment,

including interest, such as a bank receipt for the wire transfer with a confirmation number, then PeaceTech will seek relief from the Court.

Specifically, PeaceTech will seek an order that (1) Defendants pay the outstanding amount owed under the Settlement Agreement, (2) Defendants pay the interest owed on the outstanding amount, (3) Defendants meet their other obligations under the Settlement Agreement, (4) Defendants pay PeaceTech's fees and costs incurred due to Defendants' breach, and (5) Defendants be subject to any other sanction the Court deems proper.

So that we can promptly file our motion without further delays should doing so become necessary, please let us know your availability to meet and confer Tuesday or Wednesday, August 10 and 11, regarding whether or not Defendants will oppose PeaceTech's motion to enforce the Settlement Agreement. We are available Tuesday at 3:00 pm, Wednesday at 11:00 am, and Wednesday at 3:00 pm. If none of those times works for you, please propose alternatives for this week.

We look forward to hearing from you.

Best regards,  
Matt

**Matthew Miller**

Covington & Burling LLP  
One CityCenter, 850 Tenth Street, NW  
Washington, DC 20001-4956  
T +1 202 662 5405 | [mmiller@cov.com](mailto:mmiller@cov.com)  
[www.cov.com](http://www.cov.com)

<image001.jpg>

---

**From:** Baldwin, Teddy <[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)>  
**Sent:** Thursday, August 05, 2021 10:15 PM  
**To:** Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>; Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>  
**Cc:** Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>; Razi, Benjamin <[brazi@cov.com](mailto:brazi@cov.com)>  
**Subject:** RE: PeaceTech v. C5 Settlement Agreement

**[EXTERNAL]**  
Counsel:

I reached out to the client and hope to be able to revert tomorrow.

Yours truly,  
Teddy

**Teddy Baldwin**  
Partner  
[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)

**Steptoe**

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Washington, DC 20036  
[www.step toe.com](http://www.step toe.com)

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**From:** Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>  
**Sent:** Thursday, August 5, 2021 12:00 PM  
**To:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>; Baldwin, Teddy <[ebaldwin@Steptoe.com](mailto:ebaldwin@Steptoe.com)>  
**Cc:** Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>; Razi, Benjamin <[brazi@cov.com](mailto:brazi@cov.com)>  
**Subject:** RE: PeaceTech v. C5 Settlement Agreement

Teddy,

Following up on Matt's message below. We received word from PeaceTech that they still have not received any further payment or notice of an incoming wire. We would appreciate additional clarity on the expected timing.

Thank you,  
Maura

**Maura Sokol**

Pronouns: She/Her/Hers

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T +1 202 662 5528 | [msokol@cov.com](mailto:msokol@cov.com)  
[www.cov.com](http://www.cov.com)

<image004.jpg>

---

**From:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>  
**Sent:** Tuesday, August 3, 2021 2:58 PM  
**To:** Baldwin, Teddy <[ebaldwin@Steptoe.com](mailto:ebaldwin@Steptoe.com)>; Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>  
**Cc:** Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>; Razi, Benjamin <[brazi@cov.com](mailto:brazi@cov.com)>  
**Subject:** RE: PeaceTech v. C5 Settlement Agreement

Teddy,

We appreciate the update. What do you mean by the "payment is in process"? Have Defendants wired the rest of the outstanding first payment or not? Please send confirmation, such as a bank receipt showing that Defendants initiated the wire. Defendants should have made the full, \$450,000 payment on July 23.

Best regards,  
Matt

**Matthew Miller**

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Washington, DC 20001-4956  
T +1 202 662 5405 | [mmiller@cov.com](mailto:mmiller@cov.com)  
[www.cov.com](http://www.cov.com)

<image004.jpg>

,  
Matt

---

**From:** Baldwin, Teddy <[ebaldwin@Step toe.com](mailto:ebaldwin@Step toe.com)>  
**Sent:** Monday, August 02, 2021 10:44 PM  
**To:** Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>  
**Cc:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>; Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[l low@step toe.com](mailto:l low@step toe.com)>; Razi, Benjamin <[brazi@cov.com](mailto:brazi@cov.com)>  
**Subject:** RE: PeaceTech v. C5 Settlement Agreement

**[EXTERNAL]**

Dear Counsel:

I spoke with the client and understand that payment is in process and should be received in the next few days, if not sooner.

I want to briefly address the characterization of the email below. It is incorrect. I stated plainly that I would need client approval to send the payment confirmation and to provide an update today. I have received authorization for the update, which is the basis for it being provided above. But I was clear on the call, and as you know, I cannot provide updates or payment confirmations absent client approval. To mischaracterize the conversation in the manner below is not helpful.

Best regards,  
Teddy

**Teddy Baldwin**  
Partner  
[ebaldwin@Step toe.com](mailto:ebaldwin@Step toe.com)

**Step toe**

+1 202 429 6203 direct	Step toe & Johnson LLP
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	Washington, DC 20036
	<a href="http://www.step toe.com">www.step toe.com</a>

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---

**From:** Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>  
**Sent:** Friday, July 30, 2021 5:33 PM  
**To:** Baldwin, Teddy <[ebaldwin@Step toe.com](mailto:ebaldwin@Step toe.com)>

**Cc:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>; Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>; Razi, Benjamin <[brazi@cov.com](mailto:brazi@cov.com)>

**Subject:** RE: PeaceTech v. C5 Settlement Agreement

Teddy,

Thank you for taking the time to speak with us this afternoon. We write to memorialize our discussion. We appreciate you informing us that your understanding is that payment for the remainder of the full amount of the first \$450,000 due under the settlement agreement either has been initiated or will be made early next week. You agreed to reach out to your client for confirmation of this payment, and to send us any confirmation after you receive it so that we do not need to wait for the wire to clear to know the payment has been made. Finally, you also agreed to send us an update on Monday, even if you are not able to provide a confirmation of payment or provide us with any new information.

Regards,  
Maura

**Maura Sokol**

Pronouns: She/Her/Hers

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One CityCenter, 850 Tenth Street, NW  
Washington, DC 20001-4956  
T +1 202 662 5528 | [msokol@cov.com](mailto:msokol@cov.com)  
[www.cov.com](http://www.cov.com)

<image004.jpg>

---

**From:** Sokol, Maura

**Sent:** Friday, July 30, 2021 12:04 PM

**To:** 'Baldwin, Teddy' <[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)>

**Cc:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>; Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>; Razi, Benjamin <[brazi@cov.com](mailto:brazi@cov.com)>

**Subject:** RE: PeaceTech v. C5 Settlement Agreement

Thank you for the response. I've circulated a Teams link and we will dial in at 4pm. We would appreciate it if, before we speak, you would tell us what is going on and why Defendants failed to make the full payment on time.

Regards,  
Maura

**Maura Sokol**

Pronouns: She/Her/Hers

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Washington, DC 20001-4956  
T +1 202 662 5528 | [msokol@cov.com](mailto:msokol@cov.com)  
[www.cov.com](http://www.cov.com)

<image004.jpg>

---

**From:** Baldwin, Teddy <[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)>

**Sent:** Thursday, July 29, 2021 9:07 PM

**To:** Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>

**Cc:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>; Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>; Razi, Benjamin <[brazi@cov.com](mailto:brazi@cov.com)>

**Subject:** Re: PeaceTech v. C5 Settlement Agreement

**[EXTERNAL]**

Counsel:

I can speak at 4pm.

Teddy

On Jul 29, 2021, at 6:55 PM, Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)> wrote:

Counsel,

PeaceTech has now received payment in the amount of \$100,000 but not the remainder of the initial \$450,000 payment or any notice of additional incoming wire payments. Are you available for a call tomorrow to discuss? We can be available between 2 and 4 pm. If that doesn't work please propose an alternative time.

Thank you,  
Maura

**Maura Sokol**

Pronouns: She/Her/Hers

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Washington, DC 20001-4956  
T +1 202 662 5528 | [msokol@cov.com](mailto:msokol@cov.com)  
[www.cov.com](http://www.cov.com)

<image001.jpg>

---

**From:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>

**Sent:** Wednesday, July 28, 2021 11:36 AM

**To:** Baldwin, Teddy <[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)>; Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>

**Cc:** Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>; Razi, Benjamin <[brazi@cov.com](mailto:brazi@cov.com)>

**Subject:** RE: PeaceTech v. C5 Settlement Agreement

Counsel for the Defendants,

This morning, PeaceTech received a notice of an incoming wire for \$100,000 labeled "part settlement payment from C5 agreement." PeaceTech has not received any notice of a wire for the remainder of the initial \$450,000 payment. And it has not received any portion of that payment. Have Defendants wired the full amount of that \$450,000 payment?

Thank you.

Best regards,  
Matt

**Matthew Miller**

Covington & Burling LLP  
One CityCenter, 850 Tenth Street, NW  
Washington, DC 20001-4956  
T +1 202 662 5405 | [mmiller@cov.com](mailto:mmiller@cov.com)  
[www.cov.com](http://www.cov.com)

<image003.jpg>

---

**From:** Baldwin, Teddy <[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)>  
**Sent:** Wednesday, July 21, 2021 12:09 PM  
**To:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>; Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>  
**Cc:** Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>; Razi, Benjamin <[brazi@cov.com](mailto:brazi@cov.com)>  
**Subject:** RE: PeaceTech v. C5 Settlement Agreement

**[EXTERNAL]**

Attached is the signature for Groundtruth Investor LLC.

**Teddy Baldwin**  
Partner  
[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)

**Steptoe**

+1 202 429 6203 direct	Steptoe & Johnson LLP
+1 202 429 3902 fax	1330 Connecticut Avenue, NW
	Washington, DC 20036
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**From:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>  
**Sent:** Wednesday, July 21, 2021 9:47 AM  
**To:** Baldwin, Teddy <[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)>; Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>



**Cc:** Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>; Razi, Benjamin <[brazi@cov.com](mailto:brazi@cov.com)>

**Subject:** RE: PeaceTech v. C5 Settlement Agreement

Teddy,

I echo what Maura wrote. I'm not sure that we have further information about the remittance instructions, beyond what's in the document we provided. If you write to us with your question, we will look into it.

That said, if you think we need to speak by phone, would 11:00 am this morning work? If so, please circulate a dial in, as we'll have more than one person joining on our end, and we'll speak with you then.

Best regards,  
Matt

**Matthew Miller**

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Washington, DC 20001-4956  
T +1 202 662 5405 | [mmiller@cov.com](mailto:mmiller@cov.com)  
[www.cov.com](http://www.cov.com)

<image003.jpg>

---

**From:** Baldwin, Teddy <[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)>

**Sent:** Tuesday, July 20, 2021 7:37 PM

**To:** Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>

**Cc:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>; Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>

**Subject:** Re: PeaceTech v. C5 Settlement Agreement

**[EXTERNAL]**

Maura, I called you prior to my email (you didn't answer) and right after you called me (you didn't answer).

Matt, I've asked the client to add the additional signature. Please give me a time in the morning tomorrow to speak. I need to speak regarding the remittance information.

Teddy

On Jul 20, 2021, at 7:22 PM, Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)> wrote:

Dear Teddy,

I tried giving you a call. We do not have any further information on the remittance instructions, but if you can let me know your question via email we can go back and ask the client.

Please also provide an executed agreement with Groundtruth Investor's signature.

Thank you,  
Maura

**Maura Sokol**

Pronouns: She/Her/Hers

Covington & Burling LLP  
One CityCenter, 850 Tenth Street, NW  
Washington, DC 20001-4956  
T +1 202 662 5528 | [msokol@cov.com](mailto:msokol@cov.com)  
[www.cov.com](http://www.cov.com)

<image001.jpg>

---

**From:** Baldwin, Teddy <[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)>  
**Sent:** Tuesday, July 20, 2021 6:29 PM  
**To:** Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>  
**Cc:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>; Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>  
**Subject:** RE: PeaceTech v. C5 Settlement Agreement

**[EXTERNAL]**

Dear Maura,

Attached is an executed copy of the Settlement Agreement from the Defendants.

Given the short deadline for payment, I need to speak with you as soon as possible about the remittance instructions. I can be reached at 202-999-9311.

Best regards,  
Teddy

**Teddy Baldwin**  
Partner  
[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)

**Steptoe**

+1 202 429 6203 direct      Steptoe & Johnson LLP  
+1 202 429 3902 fax      1330 Connecticut Avenue, NW  
Washington, DC 20036  
[www.steptoe.com](http://www.steptoe.com)

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**From:** Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>  
**Sent:** Tuesday, July 20, 2021 1:59 PM  
**To:** Baldwin, Teddy <[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)>  
**Cc:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>; Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>  
**Subject:** RE: PeaceTech v. C5 Settlement Agreement

Teddy,

Please see attached the settlement agreement signed by PeaceTech, as well as the wire instructions again. We look forward to receiving the signed version from Defendants today.

Best regards,  
Maura

**Maura Sokol**

Pronouns: She/Her/Hers

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Washington, DC 20001-4956  
T +1 202 662 5528 | [msokol@cov.com](mailto:msokol@cov.com)  
[www.cov.com](http://www.cov.com)

<image004.jpg>

---

**From:** Baldwin, Teddy <[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)>  
**Sent:** Thursday, July 15, 2021 4:00 PM  
**To:** Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>  
**Cc:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>; Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>  
**Subject:** Re: PeaceTech v. C5 Settlement Agreement

**[EXTERNAL]**

You can add my signature on the dismissal and remove Steve's name, just to make it easier.

On Jul 15, 2021, at 3:43 PM, Sokol, Maura  
<[MSokol@cov.com](mailto:MSokol@cov.com)> wrote:

Teddy,

Thanks for your response. Tuesday, July 20 works for us.  
Please see the wire instructions attached.

Please also let us know whose signature we should add from Steptoe on the stipulated motion to dismiss.

Thank you,  
Maura

**Maura Sokol**

Pronouns: She/Her/Hers

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One CityCenter, 850 Tenth Street, NW  
Washington, DC 20001-4956  
T +1 202 662 5528 | [msokol@cov.com](mailto:msokol@cov.com)  
[www.cov.com](http://www.cov.com)

<image001.jpg>

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**From:** Baldwin, Teddy <[ebaldwin@Steptoe.com](mailto:ebaldwin@Steptoe.com)>  
**Sent:** Thursday, July 15, 2021 10:59 AM  
**To:** Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>  
**Cc:** Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>; Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda <[llow@steptoe.com](mailto:llow@steptoe.com)>  
**Subject:** Re: PeaceTech v. C5 Settlement Agreement

**[EXTERNAL]**

Dear Maura,

We can exchange executed agreements on Tuesday, July 20. In the meantime, please send over the plaintiff's wire instructions given the short payment window.

Teddy

On Jul 14, 2021, at 3:37 PM, Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)> wrote:

Teddy,

Following up on the below and attached. Can you please confirm whether defendants are prepared to sign and exchange executed copies tomorrow?

Thank you,  
Maura

**Maura Sokol**

Pronouns: She/Her/Hers

Covington & Burling LLP  
One CityCenter, 850 Tenth Street, NW  
Washington, DC 20001-4956  
T +1 202 662 5528 | [msokol@cov.com](mailto:msokol@cov.com)  
[www.cov.com](http://www.cov.com)

<image001.jpg>

---

**From:** Sokol, Maura  
**Sent:** Monday, July 12, 2021 4:33 PM  
**To:** 'Baldwin, Teddy'  
<[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)>  
**Cc:** Miller, Matthew V.  
<[mmiller@cov.com](mailto:mmiller@cov.com)>; Martin, David  
<[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda  
<[llow@steptoe.com](mailto:llow@steptoe.com)>  
**Subject:** RE: PeaceTech v. C5  
Settlement Agreement

Teddy,

We accept your edit in the attached MS Word and PDF versions of the settlement agreement. Our client is prepared to sign and exchange executed copies tomorrow if that timing works for Defendants.

I've also attached the Joint Stipulation to Dismiss, with your previous edit accepted. I have made a few further edits to the signature block for Steptoe. Can you please review and make sure these are correct, and either add or let us know 1) Steven Davidson's bar number and 2) a signature or who the stipulation should be signed on behalf of?

Thank you,  
Maura

**Maura Sokol**

Pronouns: She/Her/Hers

Covington & Burling LLP  
One CityCenter, 850 Tenth Street, NW  
Washington, DC 20001-4956  
T +1 202 662 5528 | [msokol@cov.com](mailto:msokol@cov.com)  
[www.cov.com](http://www.cov.com)

<image004.jpg>

---

**From:** Baldwin, Teddy  
<[ebaldwin@steptoe.com](mailto:ebaldwin@steptoe.com)>  
**Sent:** Monday, July 12, 2021 2:17 AM  
**To:** Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>  
**Cc:** Miller, Matthew V.  
<[mmiller@cov.com](mailto:mmiller@cov.com)>; Martin, David  
<[dmartin@cov.com](mailto:dmartin@cov.com)>; Low, Lucinda  
<[llow@steptoe.com](mailto:llow@steptoe.com)>  
**Subject:** PeaceTech v. C5 Settlement  
Agreement

**[EXTERNAL]**

Dear Maura,

We have accepted all the changes you made in the attached final draft. We included one small entry in track changes — in response to something you added — to ensure the liability is clear. If Peacetechnology is satisfied with this clarification, we consider the draft final. We can arrange to sign this week. Please let me know.

Best regards,  
Teddy

<PeaceTech v. C5 Settlement  
Agreement (Final).docx>  
<PeaceTech v. C5 Settlement  
Agreement (Final).pdf>  
<PeaceTech v. C5 Settlement Ex A  
Joint Stip to Dismiss  
(7.12.2021).docx>

<Remittance instructions.pdf>

# **EXHIBIT F**

- Last Login:

08/09/2021 06:58 (Eastern Time)

Alerts 0 Approvals 0 Messages 0


 Welcome, Melody  
 Inbox | User Material | Log Off

Timeout: 0:29:54

Treasury Dashboard Payments Tools

## View US Wire

Use this page to view a US Wire

View Payment History

### Payment Information

Status	Received By Bank
Confirmation Number	210811058719
Payment Number	72590303
Debit Account	1000203454441 - C5 ACCELERATE LLC
Debit Amount	350,000.00 USD
Value Date	08/11/2021
Send Date	08/11/2021
Frequency	One-Time Only
Sender's Reference	Payrun
Reference for Recipient	Settlement
Details of Payment	Settlement as per agreement
Ordering Customer	

### Recipient Information

Recipient	PeaceTech Lab Account Number 9875677388
Recipient Bank	M T BANK ABA (Wire) 022000046 AMHERST AMHERST NY UNITED STATES

### Options

Intermediary Bank

Receiving Bank

Bank to Bank Information

[Cancel](#)

Wire Transfer Policy : Wire transfers submitted after 6:00 p.m. ET will be processed the next business day. US Federal Tax transfers submitted after 4:30 p.m. will be processed the next business day.

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# **EXHIBIT G**

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**From:** Baldwin, Teddy <ebaldwin@Steptoe.com>  
**Sent:** Thursday, August 12, 2021 12:32 PM  
**To:** Sokol, Maura; Miller, Matthew V.  
**Cc:** Martin, David  
**Attachments:** View US Wire Payment - PTL 11-Aug-21-c2.pdf

**[EXTERNAL]**

See the attached.

- Last Login:

08/09/2021 06:58 (Eastern Time)

Alerts 0 Approvals 0 Messages 0


 Welcome, Melody  
 Inbox | User Material | Log Off

Timeout: 0:29:54

Treasury Dashboard Payments Tools

## View US Wire

Use this page to view a US Wire

View Payment History

### Payment Information

Status	Received By Bank
Confirmation Number	210811058719
Payment Number	72590303
Debit Account	1000203454441 - C5 ACCELERATE LLC
Debit Amount	350,000.00 USD
Value Date	08/11/2021
Send Date	08/11/2021
Frequency	One-Time Only
Sender's Reference	Payrun
Reference for Recipient	Settlement
Details of Payment	Settlement as per agreement
Ordering Customer	

### Recipient Information

Recipient	PeaceTech Lab Account Number 9875677388
Recipient Bank	M T BANK ABA (Wire) 022000046 AMHERST AMHERST NY UNITED STATES

### Options

Intermediary Bank

Receiving Bank

Bank to Bank Information

[Cancel](#)

Wire Transfer Policy : Wire transfers submitted after 6:00 p.m. ET will be processed the next business day. US Federal Tax transfers submitted after 4:30 p.m. will be processed the next business day.

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- Are Not Bank Guaranteed
- May Lose Value.

# **EXHIBIT H**

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**From:** Miller, Matthew V.  
**Sent:** Thursday, August 12, 2021 12:55 PM  
**To:** Baldwin, Teddy; Sokol, Maura  
**Cc:** Martin, David  
**Subject:** RE:

Teddy,

Thank you for sending that receipt. In light of it, we can cancel today's meeting. We appreciate your willingness to speak with us and that Defendants appear to have sent the wire.

We note, however, that the amount on the receipt does not include the interest owed. PeaceTech reserves its rights to seek the interest on the tardy first payment and any other appropriate relief, including if the wire does not clear, if Defendants are late with any subsequent payments, or if Defendants otherwise breach the agreement again.

Best regards,  
Matt

**Matthew Miller**

Covington & Burling LLP  
One CityCenter, 850 Tenth Street, NW  
Washington, DC 20001-4956  
T +1 202 662 5405 | mmiller@cov.com  
www.cov.com

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**From:** Baldwin, Teddy <ebaldwin@Steptoe.com>  
**Sent:** Thursday, August 12, 2021 12:32 PM  
**To:** Sokol, Maura <MSokol@cov.com>; Miller, Matthew V. <mmiller@cov.com>  
**Cc:** Martin, David <dmartin@cov.com>  
**Subject:**

**[EXTERNAL]**

See the attached.

# **EXHIBIT I**

---

**From:** Baldwin, Teddy <ebaldwin@Steptoe.com>  
**Sent:** Saturday, September 25, 2021 8:11 AM  
**To:** Miller, Matthew V.  
**Cc:** Sokol, Maura; Razi, Benjamin; Martin, David; Mitchell, Adam; Washington, Grace  
**Subject:** Re: PeaceTech v. C5 - Proof of Payment

[EXTERNAL]

Yes.

On Sep 24, 2021, at 10:18 PM, Miller, Matthew V. <mmiller@cov.com> wrote:

Teddy,

Could we please speak next Tuesday, Sept. 28, at 1:00 pm? We'll open a line at: 1-844-621-3956 / conference code 955 672 89.

Thank you.

Best regards,  
Matt

**Matthew Miller**

Covington & Burling LLP  
One CityCenter, 850 Tenth Street, NW  
Washington, DC 20001-4956  
T +1 202 662 5405 | mmiller@cov.com  
[www.cov.com](http://www.cov.com)

<image001.jpg>

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**From:** Baldwin, Teddy <ebaldwin@Steptoe.com>  
**Sent:** Thursday, September 23, 2021 6:15 PM  
**To:** Sokol, Maura <MSokol@cov.com>  
**Cc:** Razi, Benjamin <brazi@cov.com>; Miller, Matthew V. <mmiller@cov.com>; Martin, David <dmartin@cov.com>  
**Subject:** RE: PeaceTech v. C5 - Proof of Payment

[EXTERNAL]

Maura,

I am available to speak on Monday afternoon anytime between 4:30 pm to 6:30 pm or on Tuesday from 12:30pm to 3pm or 5pm or after.

Teddy

---

**From:** Sokol, Maura <[MSokol@cov.com](mailto:MSokol@cov.com)>  
**Sent:** Wednesday, September 22, 2021 9:20 PM  
**To:** Baldwin, Teddy <[ebaldwin@Steptoe.com](mailto:ebaldwin@Steptoe.com)>  
**Cc:** Razi, Benjamin <[brazi@cov.com](mailto:brazi@cov.com)>; Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>; Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>  
**Subject:** RE: PeaceTech v. C5 - Proof of Payment

Teddy,

Defendants' second payment under the Settlement Agreement was due to be paid to USIP no later than sixty days after the agreement was fully executed on July 21, 2021, with notice to PeaceTech due the following business day. Mr. Pienaar is now in breach of the settlement agreement, just as C5 Accelerate breached the agreement by providing the first payment well after the deadline contemplated by the settlement agreement.

In order to enforce the agreement, PeaceTech intends to seek an order that (1) Defendants pay the outstanding amount owed under the Settlement Agreement, (2) Defendants pay the interest owed on the outstanding amount, (3) Defendants meet their other obligations under the Settlement Agreement, (4) Defendants pay PeaceTech's fees and costs incurred due to Defendants' breach, and (5) Defendants be subject to any other sanction the Court deems proper.

So that we can promptly file our motion without further delays, please let us know your availability to meet and confer as soon as possible. We are available tomorrow or Friday between 3 and 4 pm. If neither of those times works for you please propose an alternative.

Regards,  
Maura

**Maura Sokol**

Pronouns: She/Her/Hers

Covington & Burling LLP  
One CityCenter, 850 Tenth Street, NW  
Washington, DC 20001-4956  
T +1 202 662 5528 | [msokol@cov.com](mailto:msokol@cov.com)  
[www.cov.com](http://www.cov.com)

<image005.jpg>

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**From:** Sokol, Maura  
**Sent:** Tuesday, September 21, 2021 8:23 PM  
**To:** 'Baldwin, Teddy' <[ebaldwin@Steptoe.com](mailto:ebaldwin@Steptoe.com)>  
**Cc:** Razi, Benjamin <[brazi@cov.com](mailto:brazi@cov.com)>; Miller, Matthew V. <[mmiller@cov.com](mailto:mmiller@cov.com)>; Martin, David <[dmartin@cov.com](mailto:dmartin@cov.com)>  
**Subject:** PeaceTech v. C5 - Proof of Payment

Teddy,

Under the terms of our settlement agreement, Mr. Pienaar was required to make a payment of \$750,000 to USIP this Sunday, September 19, and to notify PeaceTech in writing of the date and amount



of the payment on the next business day. Please provide this information and proof that payment was sent to USIP.

Regards,  
Maura

**Maura Sokol**

Pronouns: She/Her/Hers

Covington & Burling LLP  
One CityCenter, 850 Tenth Street, NW  
Washington, DC 20001-4956  
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<image006.jpg>

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