

U.S. Department of Justice  
 Washington, DC 20530

**Exhibit A to Registration Statement  
 Pursuant to the Foreign Agents Registration Act of  
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant OmniStrat Group LLC	2. Registration Number 7632
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3. Primary Address of Registrant  
 1221 College Park Dr, suite 116, Dover, DE 19904

4. Name of Foreign Principal Mr. Ulugbek Shadmanov	5. Address of Foreign Principal 10 Sandiqurgon Street 2-pr. Tashkent UZBEKISTAN
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6. Country/Region Represented  
 UZBEKISTAN

7. Indicate whether the foreign principal is one of the following:
- Government of a foreign country<sup>1</sup>
  - Foreign political party
  - Foreign or domestic organization: If either, check one of the following:
    - Partnership
    - Corporation
    - Association
    - Committee
    - Voluntary group
    - Other (*specify*) \_\_\_\_\_
  - Individual-State nationality UZBEKISTAN

8. If the foreign principal is a foreign government, state:
- a) Branch or agency represented by the registrant
  - b) Name and title of official(s) with whom registrant engages

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Ulugbek Shadmanov is a private individual and entrepreneur. He is the founder and majority shareholder of United Cement Group (UCG), a major industrial conglomerate operating in Central Asia with activities in cement production, construction materials, and infrastructure development.

b) Is this foreign principal:

- |   |   |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
08/11/2025	Eugene S. Gourevitch	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Eugene S. Gourevitch
_____	_____	<input data-bbox="886 489 954 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" type="text" value="Sign"/> _____

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

08/11/2025    Eugene S. Gausevitch    Eugene S. Gausevitch

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U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Omnistrat Group LLC	2. Registration Number 7632
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3. Name of Foreign Principal  
Mr. Ulugbek Shadmanov

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 08/04/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant has entered into a written Consulting Services Agreement with United Cement Group PLC, acting on behalf of Mr. Ulugbek Shadmanov. The agreement provides for strategic advisory and advocacy services aimed at securing Mr. Shadmanov's release from unlawful detention in Uzbekistan. The services will include outreach to relevant decision-makers, preparation of supporting materials, and related communications. The work will be performed under the direction of the registrant, with no guaranteed outcome.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will provide political and strategic advisory services aimed at raising awareness of Mr. Ulugbek Shadmanov's unlawful detention in Uzbekistan. These activities may include outreach to relevant decision-makers, legislators, diplomatic representatives, and multilateral institutions; preparation and distribution of legal and advocacy materials; coordination of public or private briefings; and all related communications necessary to advance the client's objectives.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.<sup>1</sup>

Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes  No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
08/11/2025	Eugene S. Gourevitch	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Eugene S. Gourevitch
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 718 959 758" type="text" value="Sign"/> _____

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

08/11/2025    Eugene S. Gausevitch    Eugene S. Gausevitch

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Appendix Response to Item 10**

**Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.**

The registrant will engage in strategic advocacy and outreach to relevant governmental, legislative, diplomatic, and other stakeholders to seek support for the release of Mr. Ulugbek Shadmanov from unlawful detention in Uzbekistan and to protect his business and property interests. Activities will include advocacy, preparation and dissemination of informational materials, coordination of media outreach, perception management, and engagement with public policy organizations. The objective is to influence policy and related diplomatic engagement in support of Mr. Shadmanov's release and the protection of his assets.

**CONSULTING SERVICES AGREEMENT  
(Lobbying Engagement – United States)**

This Consulting Services Agreement (the “Agreement”) is made and entered into as of **August 4, 2025** (the “Effective Date”), by and between:

**OmniStrat Group LLC**, a limited liability company duly organized and existing under the laws of the State of Delaware, with its principal place of business at: 1701 Pennsylvania Avenue NW, Suite 200, Washington, DC 20006, United States, acting through its Co-Founder **Eugene S. Gourevitch**, hereinafter referred to as the “Consultant”,

And

**United Cement Group PLC**, a public limited company duly organized under the laws of the Republic of Cyprus, acting through its authorized officer **Mr. Denis Trussevich**, who executes this Agreement in his official capacity and on behalf of the company’s ultimate beneficial owner, **Mr. Ulugbek Shadmanov**, who is currently held in unlawful detention in the Republic of Uzbekistan and is therefore unable to personally execute this Agreement, hereinafter referred to as the “Client”,

The Consultant and the Client may be referred to herein collectively as the “Parties” and individually as a “Party”.

**RECITALS**

WHEREAS, the Client desires to engage the Consultant to provide strategic advisory and lobbying services in the United States in connection with international legal advocacy, diplomatic intervention, and political engagement aimed at securing the release and protecting the interests of Mr. Ulugbek Shadmanov;

WHEREAS, the Consultant is duly qualified and willing to provide such services in compliance with applicable U.S. laws, including the Foreign Agents Registration Act (FARA), and all other relevant regulations;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

**1. SCOPE OF SERVICES**

**1.1. Services.** The Consultant shall, on behalf of the Client, engage in efforts aimed at securing the release of Mr. Ulugbek Shadmanov from unlawful detention in the Republic of Uzbekistan. To that end, the Consultant shall provide strategic services in the United States, which may include, but are not limited to:

- (a) facilitating direct or indirect communications with senior U.S. and international officials, diplomatic representatives, or other decision-makers relevant to the Client’s objectives;
- (b) providing guidance on advocacy and messaging strategies for engagement with governmental and multilateral stakeholders;

- (c) preparing and transmitting relevant documentation, summaries, petitions, or briefings supporting Mr. Shadmanov's legal, humanitarian, and political position;
- (d) advising on compliance with U.S. legal and regulatory requirements.

The Consultant shall act in good faith and use reasonable efforts to advance the Client's objectives but does not guarantee any particular outcome or result.

**1.2. Acknowledgment Regarding Authority.** The Parties acknowledge that Mr. Ulugbek Shadmanov, the ultimate beneficiary of this engagement, is currently detained without due process in the Republic of Uzbekistan and is thereby unable to personally sign or authorize this Agreement. The Client affirms that Mr. Denis Trusseovich, acting in his capacity as an authorized officer of United Cement Group PLC, is duly empowered to engage the Consultant and act on behalf of Mr. Shadmanov for the purposes of this Agreement.

## **2. COMPENSATION AND EXPENSES**

**2.1. Success Fee.** The Consultant shall be entitled to a **success-based fee** in the amount of **five hundred thousand U.S. dollars (USD \$500,000)** (the "Success Fee"). This Success Fee shall be deemed earned and payable upon the Consultant's successful facilitation of a meaningful diplomatic, legal, or political action that directly contributes to the release of Mr. Ulugbek Shadmanov from unlawful detention. The determination of such success shall be made in good faith by mutual written acknowledgment of both Parties or, in absence thereof, based on objective documentation of the Consultant's impact.

**2.2. Reimbursement of Expenses.** The Client agrees to reimburse the Consultant for all reasonable and properly documented out-of-pocket expenses incurred in connection with the performance of the Services under this Agreement, including but not limited to:

- (a) legal and filing fees;
- (b) domestic and international travel;
- (c) production and translation of advocacy materials; and
- (d) other pre-approved costs directly related to the execution of the mandate.

Such expenses shall be invoiced periodically and reimbursed within fifteen (15) days of receipt of invoice and supporting documentation.

## **3. CONFIDENTIALITY**

**3.1. Confidential Information.** Each Party agrees to maintain in strict confidence and not disclose to any third party, without the prior written consent of the other Party, any and all non-public, confidential, or proprietary information disclosed or made available in connection with this Agreement (collectively, "Confidential Information"), including but not limited to:

- (a) the existence and terms of this Agreement;
- (b) the identity of the individuals and entities involved in the matter;
- (c) any strategic, legal, political, or diplomatic information shared in the course of performing the Services.

**3.2. Permitted Disclosures.** Notwithstanding the foregoing, either Party may disclose Confidential Information:

- (a) to its attorneys, advisors, or agents on a strictly need-to-know basis and subject to confidentiality obligations at least as protective as those set forth herein;
- (b) as required by applicable law, regulation, or court order, provided that the disclosing Party shall, to the extent legally permissible, provide advance written notice to the other Party to allow for protective measures; or
- (c) to relevant authorities in connection with Consultant's obligations under FARA or other applicable legal frameworks.

**3.3. Survival.** The obligations of confidentiality set forth in this Section shall survive the termination or expiration of this Agreement for a period of five (5) years, or for such longer period as required by applicable law.

#### **4. INDEMNIFICATION AND LIMITATION OF LIABILITY**

**4.1.** The Client agrees to indemnify and hold harmless the Consultant, including its officers, members, employees, affiliates, and representatives, from and against any and all third-party claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees and legal costs) arising out of or related to the Consultant's performance of the Services under this Agreement, except to the extent caused by the Consultant's gross negligence or willful misconduct.

**4.2.** Under no circumstances shall the Consultant be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, loss of business opportunity, or reputational harm, whether in contract, tort, or otherwise, even if advised of the possibility of such damages. The Consultant's total aggregate liability under this Agreement shall in no event exceed the total amount of compensation actually paid by the Client to the Consultant.

#### **5. REPRESENTATIONS AND WARRANTIES**

**5.1.** Each Party represents and warrants that it has full legal authority to enter into and perform this Agreement and that doing so will not violate any applicable law, regulation, or contractual obligation. The Consultant further represents that it possesses the requisite expertise and qualifications to carry out the Services in a professional and lawful manner. The Client represents that Mr. Denis Trussevich is duly authorized to execute this Agreement on behalf of United Cement Group PLC and to act in the interest of Mr. Ulugbek Shadmanov, who is currently unable to act or sign personally due to his unlawful detention. Both Parties acknowledge that this Agreement has been entered into voluntarily and with full understanding of its terms and implications.

#### **6. TERM AND TERMINATION**

**6.1.** This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until the Services have been completed and all obligations of the Parties have been fulfilled, unless terminated earlier in accordance with this section.

**6.2.** Either Party may terminate this Agreement at any time upon fifteen (15) days' prior written notice to the other Party. Termination shall not relieve either Party of any obligations incurred prior to the effective date of termination, including the obligation to pay for Services rendered and expenses incurred.

**6.3.** In the event of material breach by either Party, the non-breaching Party may terminate this Agreement immediately upon written notice if such breach is not cured within ten (10) days of receipt of notice.

## **7. GOVERNING LAW AND DISPUTE RESOLUTION**

**7.1 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without regard to its conflict of law principles.

**7.2 Mediation.** The Parties shall first attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement through confidential mediation. Mediation shall take place at a mutually agreed location or, if no agreement is reached, in Washington, D.C., and shall be facilitated by a neutral mediator with experience in international commercial disputes. The costs of mediation shall be shared equally by the Parties, and each Party shall bear its own legal fees.

**7.3 Arbitration.** If the dispute is not resolved within thirty (30) calendar days from the first mediation session, it shall be finally settled by binding arbitration administered by the International Chamber of Commerce (ICC) in accordance with its Arbitration Rules in effect at the time of commencement of the arbitration. The seat of arbitration shall be Washington, D.C., and the proceedings shall be conducted in English.

**7.4 Arbitral Tribunal.** The arbitral tribunal shall consist of three arbitrators: one appointed by each Party and the third (presiding) arbitrator appointed jointly by the two party-appointed arbitrators. If the two arbitrators cannot agree on the presiding arbitrator within fifteen (15) days, the ICC shall make the appointment.

**7.5 Finality and Enforcement.** The award rendered by the arbitral tribunal shall be final, binding upon the Parties, and enforceable in any court of competent jurisdiction. The tribunal may, in its discretion, allocate costs and legal fees between the Parties.

**7.6 Interim Relief.** Either Party may seek interim, conservatory, or injunctive relief from any court of competent jurisdiction, before or during the arbitration, without waiving its right to arbitrate the dispute.

**7.7 Confidentiality.** All aspects of the mediation and arbitration proceedings, including submissions, evidence, hearings, and the arbitral award, shall be strictly confidential and may not be disclosed by either Party without the prior written consent of the other Party, except as required by law or for purposes of enforcement.

## **8. FARA COMPLIANCE**

**8.1.** The Consultant acknowledges that, depending on the nature and scope of the Services provided under this Agreement, it may be required to register and disclose this engagement in accordance with the Foreign Agents Registration Act (FARA), 22 U.S.C. § 611 et seq., and related regulations. The Consultant shall be solely responsible for determining the applicability of such registration and for ensuring compliance with any associated legal requirements. Nothing in this Agreement shall be construed as placing any registration or disclosure obligation on the Client.

## 9. MISCELLANEOUS

**9.1 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, representations, negotiations, or agreements, whether oral or written.

**9.2 Amendments.** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both Parties.

**9.3 Assignment.** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except that the Consultant may assign this Agreement to a legal successor or affiliated entity in connection with a merger, acquisition, or corporate restructuring.

**9.4 Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed severed, and the remaining provisions shall remain in full force and effect.

**9.5 Force Majeure.** Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement due to events beyond its reasonable control, including acts of God, war, terrorism, natural disasters, pandemics, governmental actions, labor disputes, or failures in communications or utilities.

**9.6 Language.** This Agreement has been negotiated and executed in the English language. The Parties confirm that they fully understand the contents of this Agreement and agree that English shall be the only language governing its interpretation and enforcement.

**9.7 Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by electronic or scanned signature shall have the same legal effect as delivery of an originally signed copy.

**IN WITNESS WHEREOF, the Parties hereto have executed this Consulting Services Agreement as of the Effective Date written above.**

**For and on behalf of:  
OmniStrat Group LLC**

Signed by:

Signed by:  


\_\_\_\_\_  
Name: Eugene S. Gourevitch

Title: Co-Founder

Date: August 4, 2025

**For and on behalf of:**

**United Cement Group PLC**

39, Themistokli Dervi, 5th Floor, Office 502

1066 Nicosia, Cyprus  
Registration No. 195948  
Signed by:

Signed by:  


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**Name:** Denis Trussevich

**Title:** Authorized Executive Officer

**Acting on behalf of:** Mr. Ulugbek Shadmanov, Ultimate Beneficial Owner

**Date:** August 4, 2025