

# MEMORANDUM FOR CLAIMANT



**ICC Case No: Moot-100/MM**

**ON BEHALF OF:**

**SensorX, plc**  
Atwood Lane 1784  
Capital City  
Mediterraneo

CLAIMANT

**AGAINST:**

**Visionic Ltd**  
Optronic Avenida 3  
Oceanside  
Equatoriana

RESPONDENT

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Yağız Mete Akkaya • Beyza Bayındır • İzgi Biçer • İlkem Binbirçiçek  
Levent Erdoğan • Berrin Karadeniz • Yiğit Özen • Ahmet Barış Seçgin  
İhsan Batuhan Soydan

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Art.	Article
Arts.	Articles
ARfA	Answer to Request for Arbitration
CCO	Chief Cybersecurity Officer
CEO	Chief Executive Officer
Claimant	SensorX plc
Cla. Ex.	Claimant Exhibit
Cl. Q.	Clarification Question
CISG	United Nations Convention On Contracts For The International Sale Of Goods
COO	Chief Operating Officer
e.g.	exempli gratia (Latin)
eds.	editors
FA	Framework Agreement
ibid.	ibidem, in the same place (Latin)
ICC	International Chamber of Commerce
id.	idem, the same (Latin)
i.e.	id est., that is (Latin)
inc.	incorporated

nRfA	Request for authorization of new claim
No.	number
p.	page
para.	paragraph
paras.	paragraphs
PO	Procedural Order
pp.	pages
Respondent	Visionic Ltd
Res. Ex.	Respondent Exhibit
RfA	Request for Arbitration
UNIDROIT	International Institute For The Unification Of Private Law
USA	United States of America
The Court	ICC International Court of Arbitration
ToR	Terms of Reference
v.	versus

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**Poland**

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Sąd Apelacyjny w Białymstoku (Court of Appeal Białystok)  
25 January 2017  
Case Reference: I ACa 715/16  
Cited in: para. 84

**Singapore**

*CAI and Claimant B v.* [2021] SGCA 102  
*CAJ and CAK* CAI and Claimant B v. CAJ and CAK, 11 November 2021  
Judgment of the Court of Appeal of Singapore  
Cited in: paras. 12, 32

**United Kingdom**

*Rock Advertising* CISG Case 3078  
*Limited v. MWB* Supreme Court of the United Kingdom  
*Business Exchange* 16 May 2018  
*Centres Limited* Rock Advertising Limited v. MWB Business Exchange Centres Limited  
Case Reference: [2018] UKSC 24  
Cited in: para. 82

*Deutsche Bank AG v.* England and Wales  
*Tongkah Harbour Public* Commercial Court  
*Co Ltd* EWHC 2251 (QB) (24 August 2011)  
Cited in: para. 100

*Trust Risk Group, SpA v.* England and Wales  
*AmTrust Europe Limited* Court of Appeal (Civil Division)  
*and AmTrust Financial* EWCA Civ 437 (30 April 2015)  
*Services, Inc., Judgment* Cited in: para. 100  
*of the Court of Appeal of*  
*England and Wales*

## USA

- Sweeny, Inc. and PDV* ICC Case No. 16982/ JRF/CA (C-17336/JRF)
- Texas, Inc. v. Conoco* PDV
- Phillips* Sweeny, Inc. and PDV Texas, Inc. v. Conoco Phillips Company (formerly doing business as Phillips Petroleum Company) and Sweeny Coker Investor Sub, Inc
- Final Award, 18 August 2014
- Cited in: para. 66
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- Hartford Acc. Indem. v.* United States Court of Appeals, Second Circuit
- Swiss Reinsur. America* Hartford Acc. Indem. v. Swiss Reinsur. America,
- Case reference: 87 F. Supp. 2d 300 (S.D.N.Y. 2000)
- Cited in: para. 59
- 
- Baravati v. Josephthal,* United States Court of Appeals, Seventh Circuit
- Lyon Ross, Inc.* Baravati v. Josephthal, Lyon Ross, Inc.,
- Case reference: 28 F.3d 704 (7th Cir. 1994) at 709
- Cited in: para. 61
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- Nassau Trust Co v.* Court of Appeals of the State of New York
- Montrose* Nassau Trust Co v. Montrose
- Case reference: 56 N.Y.2d 175, 451 N.Y.S.2d 663, 436 N.E.2d 1265 (N.Y. 1982)
- Cited in: para. 64

- Gramercy Holdings case* CISC Case 6477  
Gramercy Holdings I, LLC v. Matec S.r.l. et al.  
Case reference: 20 Civ. 3937 (JPC), 20 Civ. 4136 (JPC)  
U.S. District Court for the Southern District of New York  
11 September 2023  
Cited in: para. 88
- Trinity v. Shred-Tech* CISC Case 6258  
U.S. District Court for the Southern District of Indiana  
6 September 2022  
Trinity Metals LLC v. Shred-Tech North America et al.  
Case reference: 1:21-cv-02876-RLY-DML  
Cited in: para. 103
- Doolim Corp. v. R Doll* CISC Case 4839  
U.S. District Court for the Southern District of New York  
7 May 2009  
Doolim Corp. v. R Doll, LLC et al.  
Case reference: 08 Civ. 1587(BSJ)(HBP)  
Cited in: para. 94
- Strong v. Jackson* Case Reference: 4:22-CV-3877  
Court of Appeals of Indiana  
4 November 2002  
Strong v. Jackson  
Case Reference: 76A03-0202-CV-54  
Cited in: para. 103

144. Finally, RESPONDENT acted listlessly on the only clear instruction that it took from the “real” Ms. Audi, which was her voicemail asking to contact a colleague while she was out of work [*Res. Ex. I*]. This should have been enough to raise a suspicion by itself; though, RESPONDENT chose to ignore the voicemail and Mr. Royce responded to fake Ms. Audi, via the reply function on his telephone, for a transaction in the amount of USD 19,2 million [*Cl. Q. I2*]. This behavior is a clear indication of RESPONDENT’s carelessness in this business relationship. Considering the measures taken by CLAIMANT for the healthy conduct of its commercial relations, it is easy to see that RESPONDENT lacks due diligence.

### **REQUEST FOR RELIEF**

145. In light of the above, CLAIMANT respectfully requests the Arbitral Tribunal to:

1. Under Purchase Order No. 9601, order RESPONDENT to pay USD 38,4 million to CLAIMANT, with simple interest at the annual rate of 4% on the amount of USD 19,2 million from 4 May 2022 onwards, and on the amount of USD 19,2 million from 1 July 2022 onwards;
2. Authorize CLAIMANT’s new claim regarding Purchase Order No. A-15604 and order RESPONDENT to pay USD 12 million to CLAIMANT;
3. Alternatively, accept CLAIMANT’s request for authorization of new claim as a request for arbitration and consolidate the separate proceedings.

## CERTIFICATE OF AUTHENTICITY

We hereby confirm that this Memorandum was written only by the persons whose names are listed below and who signed this certificate. We also confirm that we did not receive any assistance during the writing process from any person that is not a member of this team.



Yağız Mete Akkaya



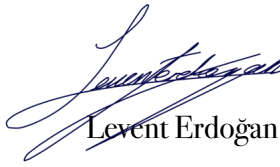
Beyza Bayındır



İzgi Biçer



Ukem Binbirçiçek



Levent Erdoğan



Berrin Karadeniz



Yigit Özen



Ahmet Barış Seçgin



İhsan Batuhan Soydan