

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 Greenberg Traurig, LLP	2. Registration Number 5712
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3. Primary Address of Registrant
 2101 L Street, NW, Suite 1000, Washington, DC 20037

4. Name of Foreign Principal Cámara Nacional de las Industrias Azucarera y Alcohólera (CNIAA)	5. Address of Foreign Principal Río Niagara 11 Cuauhtémoc, CDMX MEXICO 06500
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6. Country/Region Represented
 MEXICO

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country¹
- 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 _____

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

¹ "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.

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

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.
Trade organization representing the Mexican sugar industry

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"/> |

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

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.

The foreign principal is a trade organization led by Carlos Seone, President, and Claudia Fernandez, General Director, as well as a board of directors, which consists of representatives of the major sugar producers in Mexico.

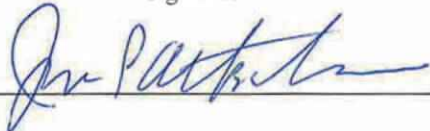
EXECUTION

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
07/08/2026	Irwin Altschuler	<input data-bbox="886 405 954 443" type="button" value="Sign"/> /s/Irwin Altschuler
07/08/2026	Rosa Jeong Michels	<input data-bbox="886 493 954 531" type="button" value="Sign"/> /s/Rosa Jeong Michels
_____	_____	<input data-bbox="886 579 954 617" type="button" value="Sign"/> _____
_____	_____	<input data-bbox="886 663 954 701" type="button" 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
7/8/26	IRWIN P. ALTSCHULER	
_____	_____	_____
_____	_____	_____
_____	_____	_____

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
<u>7/8/2026</u>	<u>Rosa Jeong Michels</u>	
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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 Greenberg Traurig, LLP	2. Registration Number 5712
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3. Name of Foreign Principal Cámara Nacional de las Industrias Azucarera y Alcohólera (CNIAA)
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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? 06/16/2026
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
 See attached.

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

The registrant represents the foreign principal in a variety of FARA-exempt proceedings. Going forward, registrant's activities may include serving as strategic consultants and advisors to CNIAA, to help position the Mexican sugar industry within the North American sweeteners market.

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

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.

The registrant represents the foreign principal in a variety of FARA-exempt proceedings. Going forward, registrant's activities may include serving as strategic consultants and advisors to CNIAA, to help position the Mexican sugar industry within the North American sweeteners market.

11. Prior to the date of registration² 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.

See Appendix for Response

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

Date	Contact	Method	Purpose
06/04/2026	Steve Haley, Dylan Daniels, Vidalina Abadam, Nigel Hunter, Souleymane Diaby, Brian Sancewich, USDA	Video-conference	Mexican sugar industry and US sugar market relations
06/18/2026	Steve Haley, Dylan Daniels, Vidalina Abadam, USDA	Meeting	Mexican sugar industry and US sugar market relations

12. During the period beginning 60 days prior to the obligation to register³ 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
06/03/2026	CNIAA	Non-FARA-registrable activities	\$ 150,000.00

\$ 150,000.00

Total

13. During the period beginning 60 days prior to the obligation to register⁴ 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
05/11/2026- 05/12/2026	various vendors	Travel to New York City to attend industry meeting (non-FARA-registrable activities)	\$ 1,332.21

\$ 1,332.21

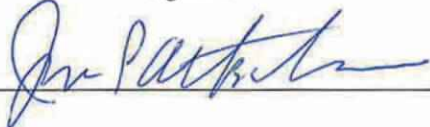
Total

¹ "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.

^{2,3,4} 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
7/8/26	IRWIN P. ALTSCHULER	
_____	_____	_____
_____	_____	_____
_____	_____	_____

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
<u>7/8/2026</u>	<u>Rosa Jeong Michels</u>	
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Appendix Response to Item 11-Desc

Item 11-Desc: Prior to the date of registration for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal? 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.

Prior to the date of registration, registrable activities included a June 4 virtual meeting, and June 18 meeting, with the U.S. Department of Agriculture. It is unclear whether registrant will engage in additional registrable activities, but such activities may include serving as strategic consultants and advisors to CNIAA, monitoring relevant economic and political developments, and interacting with relevant stakeholders (such as the U.S. government) to help position the Mexican sugar industry within the North American sweeteners market.



Rosa S. Jeong
202-533-2328
Rosa.Jeong@gtlaw.com

June 16, 2026

Ms. Claudia Fernandez
Executive President
Cámara Nacional de las Industrias Azucarera y Alcoholera
Rio Niagara 11
06500, Cuauhtemóc
CDMX, Mexico

Re: Engagement Letter

Dear Claudia:

Thank you for agreeing to engage Greenberg Traurig LLP (“GT”). We appreciate the opportunity to provide legal services for Cámara Nacional de las Industrias Azucarera y Alcoholera (“CNIAA,” “you” or “Client”). This letter confirms the terms and conditions of our representation of CNIAA. It, together with our attached Billing Policies, constitutes our retainer and engagement agreement with you (the “Agreement”).

If this Agreement is acceptable, please sign and return a copy to me at your earliest convenience. Either your return of a signed copy or acceptance of services rendered will constitute your assent to this Agreement and make it effective as the contract governing this engagement.

1. Our Work for You:

(a) **The Engagement and Matter.** Our representation of you includes the representation of CNIAA and signatories in the active administrative reviews conducted by the U.S. Department of Commerce (“Commerce”) of the antidumping and countervailing duty suspension agreements concerning imports of sugar from Mexico, as well as engagement and correspondence with Commerce as related to the administration and any re-negotiation of the suspension agreements. Additionally, our work may include engagement with and outreach to U.S. Department of Agriculture or other agencies as related to Mexican sugar imports under the suspension agreements (the “Subject Matter”). You and GT may agree to limit or expand the scope of the Subject Matter, but that will occur and be effective only if agreed in writing. If we agree on further services but do not enter into a different or further engagement letter for them, this engagement letter will control our representation for such services.

(b) **The Client.** CNIAA is the only client for this engagement. GT does not and will not regard an affiliate of a client entity (i.e., parent, subsidiary or other entity partially or wholly owned by or owning it) or a person owning, employed by or otherwise connected with the client (e.g., officer, director, member, partner, shareholder, owner, employee, etc.) as a client of GT for any purpose unless a client-lawyer relationship has been established by an express written agreement accepting that specific entity or person as a GT client and identifying the matter on

A handwritten signature in black ink, appearing to be the initials "RSJ" or similar, located at the bottom right of the page.

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June 16, 2026

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which GT has agreed to provide services. Similarly, GT will not regard a representation that is adverse to such an affiliate or person as adverse to the client being represented by GT under this Agreement or in any other matter to which this Agreement applies. Accordingly, if there is such an affiliate or person you wish GT to regard as a client for conflict purposes, please specify that in writing. Unless any such entity or person is expressly accepted in writing by GT as a client, the entity or person will not be a GT client.

(c) **We Provide Only Legal Services.** We will provide only legal services pursuant to this engagement. We are not providing business, investment, insurance, accounting or other non-legal services. By way of example only, we are not advising you about the character or creditworthiness of those with whom you may be dealing (or agreeing to investigate such issues) or any other non-legal advice regarding the Subject Matter. You confirm that you are not looking to and will not rely on GT for those types of services.

i. **Corporate Transparency Act.** The Corporate Transparency Act requires entities formed in a foreign country which are registered to do business in the United States to report to the Financial Crimes Enforcement Network [“FinCEN”] of the U.S. Department of the Treasury the identity and other information about their beneficial owners and the persons who create them. That is the responsibility of the entity itself i.e., the Client and not GT; and, regardless of whether GT advises or prepares documents as to your structure or ownership, GT will not have or accept responsibility for such reporting or for storing or collecting information for it. If a GT attorney or paralegal is listed as the applicant in your report of beneficial ownership to FinCEN, that will not change the fact that it is your (or the reporting entity’s) responsibility, not GT’s, to file the report and submit further required information, including updates, to FinCEN. GT persons who act as an applicant for a company will be responsible only to report and update their own personal information with FinCEN.

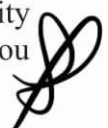
(d) **Exclusions from Legal Services.** Unless expressly included in the Subject Matter, our services will not include advice relating to the tax implications or consequences of this engagement or the results of our representation.

(e) **No Continuing Obligation.** Subject only to possible obligations under the Rules of Professional Conduct (“Ethics Rules”) or law, we will have no continuing obligation to you concerning the Subject Matter or this engagement after it has ended, including in subsequent proceedings or requirements you may have regarding the Subject Matter.

2. **Conflicts:**

GT represents a broad group of clients in a variety of legal matters. As a result, conflicts of interest may arise which, absent an effective conflict waiver, may adversely affect our ability to represent you or your affiliates in pending or future matters and the ability of other clients to engage GT as their counsel. We wish to be fair to all clients and assure that they have the right to use us as counsel. Accordingly, this Agreement confirms that:

(a) **Consent and Waiver.** You agree (after having had sufficient opportunity to consider this Agreement and consult independent counsel to the extent you may wish) that you



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June 16, 2026

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are adequately informed about the possibility and nature of such conflicts and potential conflicts and of the risks and consequences of them. Therefore, on the conditions stated in this paragraph, you, for yourself and your affiliates, to the fullest extent legally and ethically permissible:

- waive any such actual or potential conflict which may be presented or occur as a result of this engagement;
- consent to GT’s representation now or in the future of other present or future clients on any other matter, whether or not adverse to you or any of your affiliates (including, without limitation, in transactions, litigation, and other legal or ethical matters) except as stated below (“Permitted Adverse Representation”); and
- promise not to assert that this engagement or any other GT representation of you or your affiliates provides a basis for disqualifying GT from representing any other party in any “Permitted Adverse Representation” or creates or supports any claim of breach of duty against GT.

(b) **Conditions.** The above-stated waiver, consent and promise are conditioned upon GT’s agreement that GT:

- will not represent another client adverse to you in a matter substantially related to the Subject Matter or to any other matter in which GT is representing or has represented you or your affiliates;
- will screen those attorneys representing you or your affiliates from those attorneys representing other clients adverse to you or your affiliates; and
- will not use or disclose your or your affiliates’ confidential information which is not public unless permitted under applicable Ethics Rules, the law or a written agreement pertaining to such confidential information.

(c) **Continuation.** Subject to any limitations under the law and Ethics Rules, these waivers, consents and promises, and the conditions stated above, will continue after the end of GT’s representation of you or your affiliates as to the Subject Matter or in any other engagement.

3. **The GT Team:** Rosa Jeong and Irwin Altschuler will be the attorneys principally responsible for this engagement. We may also use paralegals, junior attorneys, contract attorneys and staff members as we deem appropriate to properly represent you. That may change and additional or different attorneys and paralegals may participate or replace others, based on subsequent changes within GT or otherwise relating to this engagement.

If there are changes in staffing, you will be advised. If you wish different persons to be involved, we will discuss that with you to seek to assure you are satisfied with the staffing.

4. **Fees and Expenses:**

(a) **Fees.** Our fees for this engagement will be based upon the time spent by our personnel in accordance with the attached Billing Policies, and within an annual retainer as agreed. As set forth in our budget proposal letter previously sent to you, our base retainer for 2026

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June 16, 2026

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is USD \$480,000, plus an additional retainer of USD \$150,000 to account for the work pertaining to assisting mills selected as mandatory respondents in the administrative reviews.

(b) **Expenses**. In addition to fees for our legal services, this engagement will require you and us to pay or advance the expenses and disbursements of the type more fully discussed in the attached Billing Policies. When we advance such payments for a client, we do so to expedite the engagement in reliance on the client's promise, confirmed here, to reimburse us for such payments promptly in accordance with the Billing Policies.

(c) **Outside Services**. GT sometimes uses outside third-party vendors to assist in administrative and other non-legal services in our legal representations. This may include for example library and research support and maintaining files and other materials. If we get a volume discount from a vendor, we seek to pass it on to our clients. Because it usually is not feasible to calculate the exact part of the discount attributable to a particular matter, the cost charged to a client may not reflect the actual allocable amount of the discount. However, we believe the cost charged will be fair and reasonable.

We ask outside service vendors to have in place technical and administrative controls to maintain the confidentiality and security of information. But, since it is not possible to anticipate or know all technological advancements and capabilities of potential intruders and hackers, we cannot guarantee that GT's use of outside services will be immune from unauthorized access or misuse.

5. **Termination and End of Representation**: Subject to applicable court and Ethics Rules, GT or you may terminate this engagement at any time for any reason. Otherwise, our engagement and representation will end automatically upon the earlier of our final bill for this engagement or six months after we have last recorded billable time for work on it other than as to later requests for audit responses or information about the engagement.

Without limitation of that, subject to applicable court rules, law and Ethics Rules, GT may withdraw from this engagement if: (1) you [i] have not paid our fees or expenses, [ii] are not forthright and cooperative as to our legal services, [iii] falsely or incompletely state facts material to this engagement, [iv] do not accept our advice; (2) we discover a conflict with another GT client; or (3) withdrawal otherwise is permitted or required under applicable Ethics Rules.

Upon termination or withdrawal, if you request, GT will assist in an orderly and effective transition of the matter to other counsel of your choice. At GT's option, GT may bill for time expended in transitioning the matter. If it does so, you agree to pay for GT's services and expenses in connection with transition assistance.

6. **No Guaranties**: We have not made any promise, assurance or guarantee concerning the outcome or success of this engagement or our services and have not accepted any contractual obligation in that regard. Nor have we made any representation or warranty to you other than as may be expressly stated in this Agreement.



Cámara Nacional de las Industrias Azucarera y Alcohólica

June 16, 2026

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7. **Client Documents & Data:**

(a) **Maintenance.** We will maintain the documents you give us in our client file for this engagement. At the conclusion of the engagement (or earlier, if appropriate), you agree to advise us which, if any, of the documents in our files you want given to you. We will retain those documents not given to you and ultimately destroy them in accordance with our record retention practice then in effect. We may also retain copies of documents we give you.

(b) **Cloud Storage.** GT will use third-party cloud services for your data and the data of other parties during and after our representation of you, which we believe provide enhanced data accessibility. GT is ISO 27001:2013 data security certified and we use only service providers we believe have the same or better security than we use at GT. Cloud services do not guaranty absolute protection from invasion or misuse; and no one fully knows the capabilities of hackers, now or in the future. But we believe the cloud services we use have and provide appropriate data and security protections for the confidentiality of data without significant risk of inappropriate access. We believe they also have the ability to take advantage of future security developments. We require that those cloud services employ data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection, and system monitoring, as well as assurance of adherence to applicable data privacy and security laws.

(c) **Generative Artificial Intelligence.** GT uses and will continue to use artificial intelligence (“AI”) tools that are integrated with other products we use every day in our representation of you such as spell check, on-line legal research and similar tools. We will continue to use such AI tools in connection with this engagement.

GT also uses and will continue to use third-party and/or GT-created generative AI services for internal purposes, such as assisting with our billing, document management, form files and similar functions. Finally, GT may use certain generative AI tools to facilitate the delivery of our legal services to you to improve efficiency, accuracy, and the quality of our services. For example, we may use generative AI tools for document reviews and summaries, legal research, contract analysis, due diligence, and other tasks. As such, GT may use AI tools to query or otherwise interact with your information or data, but your data will not be used to train third party AI models. Further, your data will not appear in an output result available to third parties or be retained by a third-party generative AI provider.

We will not use generative AI tools as a substitute for our professional judgment. All work performed with the assistance of a generative AI tool will be reviewed and approved by a qualified attorney before any advice or work product is provided to you. Additionally, GT will take reasonable steps to protect the confidentiality of your information and comply with applicable ethical and legal obligations. GT evaluates generative AI providers we engage to ensure they have technical and administrative controls to maintain the confidentiality and security of your and our information. However, generative AI is still evolving, indeed rapidly; and it is not possible to anticipate or know the capabilities of potential intruders and hackers of data systems, including those containing or using generative AI. Therefore, we cannot ensure that our use of generative AI will be immune from unauthorized access or misuse.

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(d) **Requests for Copies.** If you request a copy of a portion or all of our files for this engagement, whether before or after the end of our representation, and if a substantial amount of material is being provided, GT may, at GT's option, bill for the reasonable costs of copying, assemblage and delivery of such materials; and, if billed, you will pay that.

(e) **GDPR.** Personal data of individuals located in the European Economic Area ("EEA") is protected by the European Union's General Data Protection Regulation ("GDPR"), similar legislation by other EEA states, and other privacy laws applicable to it. Personal data is broadly defined in the GDPR, and includes identification and other information about oneself such as without limitation national identity numbers (similar to US social security numbers), personal addresses, online names, account numbers, physical and mental health, and cultural and social identity. If you give GT such personal data of anyone or access to it, you are representing to GT that you are entitled to do so under Articles 6 to 11 of the GDPR or other applicable statutory provisions.

You represent and warrant that you are entitled to provide such data and that you will comply or, if such data has been given, have complied with or are exempt from any notification or other requirements applicable to doing so.

(f) **Official Inquiries.** You will pay the hourly fees and expenses incurred if GT is required to participate in a future inquiry, investigation or proceedings arising out of or in connection with this engagement, including, without limitation, producing documents, seeking to claim or defend any attorney-client privilege or giving evidence at an inquiry.

8. **Privileges:** Many but not all of our communications with you will be subject to the attorney-client privilege in the jurisdictions involved. Subject to and as provided in applicable Ethics Rules, we will seek to maintain that privilege unless you instruct or consent otherwise. You will advise us if your communications with us are subject to any other privilege or confidentiality agreement so that we may take appropriate steps to comply with that. If you share our privileged communications with third parties, or direct us to do so, you may lose the benefit of the attorney-client privilege as to those communications, not only as to the parties with whom such communications are shared, but more broadly as to any third parties.

GT has an Office of Firm Counsel (or General Counsel office) which provides legal advice to our attorneys and staff. We consider and intend the communications between attorneys in that office and GT personnel seeking or containing possible legal advice and any legal advice given by that office to be subject, to the maximum extent available under the law and Ethics Rules, to an attorney-client privilege between GT and those persons, and not subject to any fiduciary or other duty GT has to you. As a result, we are proceeding on the understanding that GT is not and will not be obligated to tell you of those communications or disclose their content and that advice in any proceeding between us will not be discoverable by you.

This confirms your consent to that privilege and that you are not entitled to disclosure of those communications and that advice.



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9. **Miscellaneous:**

(a) **Binding Effect.** This Agreement is personal to us and is not assignable by either of us without the written consent of the other. However, your economic obligations hereunder (including, without limitation, the attached Billing Policies) are and will be binding on (as applicable) your and our successors and estates, heirs, trustees and other legal representatives.

(b) **Modification.** This Agreement may not be changed, amended, or otherwise modified, in whole or in part, except in a writing executed by all parties to this Agreement. No unilaterally proposed or announced change, supplementation, interpretation, guideline or other statement or pronouncement (by either GT, you or anyone else), whether inconsistent with any provision of the Agreement or otherwise, will be effective or binding or will otherwise suffice to modify or add to this Agreement unless accepted in writing by the other of us and/or, as applicable, any other person or entity sought to be bound or otherwise affected by it.

(c) **No Waiver.** No waiver of any provision of this Agreement (including, without limitation, the attached Billing Policies) will be effective or binding unless made in writing and signed by whoever is claimed to have given the waiver.

(d) **Partial Invalidity.** If any provision of this Agreement is found to be unenforceable, invalid or illegal, it shall be automatically amended and interpreted in such manner as to be enforceable, valid and legal to the maximum extent possible to fulfill the intent of such provision. The validity or enforceability of the remainder of the Agreement shall not be affected by the invalidity, unenforceability or illegality of any provision unless that negates the material purpose of this engagement (e.g., our provision of legal services on agreed economic terms).

(e) **Entire Agreement, Etc.** This Agreement contains and sets forth the entire agreement between us, and supersedes all prior or other agreements, understandings, writings, pronouncements (written and oral) that may exist or have existed or be promulgated as to this engagement and the Subject Matter. Neither of us has relied on any representation, warranty or other statement or promise concerning this engagement and/or the Subject Matter which is not stated in this writing.

(f) **Governing Law, Etc.** All of the rights and obligations of either of us arising under or related to this Agreement are and will be governed by the laws of the State of New York irrespective of conflicts of law principles that might otherwise apply.

If and to the extent permissible, the Ethics Rules of the jurisdiction in which a GT attorney provides services as to the Subject Matter or otherwise in this engagement exclusively govern and apply to the conduct of that attorney.

(g) **Arbitration.** We look forward to, and anticipate, a harmonious relationship. But, if either of us becomes dissatisfied with any aspect of our relationship, our services or this engagement, we will bring that to the attention of the other and seek to resolve that issue by good faith discussions between us. If that is not successful or would be futile, the issue will be resolved in arbitration. Specifically, to the maximum extent permitted by law and

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applicable Ethics Rules, any disagreement, controversy or dispute (“Disagreements”) arising under, concerning or otherwise relating to this Agreement, this engagement, our services for you or your affiliates, our billing and bills will be resolved by confidential binding arbitration before AAA in Manhattan, New York, in accordance with its rules for business and commercial arbitrations then in effect; and confirmation of the award may be made and judgment entered on the award rendered in such arbitration in any state or federal court of the State of New York, jurisdiction of which we both consent to, or any other court otherwise having jurisdiction thereof. That will include any possible claim by you against GT or a GT attorney (including, without limitation, for negligence, malpractice, breach of contract, breach of fiduciary duty or other wrongdoing), as well as any such claim by GT against you.

There are differing views as to the advisability of arbitration to resolve disagreements; and some persons reach different conclusions for different matters or types of matters. Some consider arbitration to be a more efficient and lower-cost way to resolve a disagreement. Others prefer court procedures and proceedings. Moreover, as noted, views may differ depending on the nature of the disagreement. Without being exhaustive, some of the differences are: In an arbitration, the case will be heard and decided by one or more arbitrators, generally in a private proceeding; whereas, in a court proceeding, the case will be heard by a judge and often a jury, generally in a public courtroom proceeding. Similarly, an arbitration award (i.e., decision) is generally private; whereas, a court decision or jury verdict is generally public. Whether punitive damages are awardable in an arbitration and, if so, to what extent, varies between different jurisdictions; whereas, depending on applicable law and facts, punitive damages may be obtainable on claims supporting such damages in a court proceeding. One generally has a say in choosing the arbitrator or arbitrators; whereas, in a court litigation, the judge will have been elected or appointed, and the litigants generally do not have a say as to who that will be. Court decisions are generally appealable and may be changed on review by appellate courts. An arbitration award (i.e., decision) is generally final, except for limited reasons such as, among others, arbitrator bias and other misconduct, and may not be successfully appealed. Parties generally are only responsible to pay filing fees to the court to initiate proceedings in court. In arbitration proceedings, parties generally share the cost of such proceedings, including the arbitrators’ fee, and the arbitrators may assess the full costs of the arbitration on one of the parties. The ability to learn facts and question witnesses before a hearing (referred to as pre-trial discovery) is generally broad in a court proceeding but is often substantially more limited or may be entirely unavailable in an arbitration. You should consider consulting independent counsel as to these factors, the entire subject of arbitration, and whether arbitration as to this engagement is advisable for you.

If you request, we will provide you with the currently applicable arbitration rules and further background on the arbitration body and process; they are also generally available on the internet. We will also discuss, if you wish, the foregoing factors, the available arbitration rules and possible special arbitration procedures.

By signing this Agreement with this paragraph in it, you acknowledge that you are comfortable you understand and have been adequately informed (after having had sufficient opportunity to consult with counsel and obtain any information you wish) to agree to arbitration



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as provided herein. If you do not agree to such arbitration, please draw a line through this subparagraph and initial that change in the margin.

(h) **Advice as to Agreement.** We have encouraged and given you an opportunity to consult with other independent counsel and advisors of your choice regarding the terms and advisability of this Agreement before you sign it or accept our legal services, to the extent you may wish so that Your assent has been carefully considered and informed. You confirm that you have done so to the extent you wish and feel needed, and that you are comfortable you have the information and advice you need or deem prudent in this regard.

(i) **Marketing Permission.** You consent that GT may use your name, logo, and a general description of this engagement in its business development efforts and materials.

If you do not wish for this information to be used in that manner, please draw a line through this subparagraph and initial that change in the margin.

(j) **Headings.** The headings on paragraphs and subparagraphs of this Agreement are for convenience only and have no effect other for convenience of reference.

(k) **Effectiveness and Execution.** This Agreement will become effective upon our rendering of any services for you. However, we recommend and ask that you execute and return a copy of this Agreement for our records and keep one for your records. In that regard, this Agreement may be executed in counterparts, which shall constitute together one and the same instrument. Electronic, PDF and facsimile signatures shall be as effective as original ink signatures.

Please countersign a copy of this letter and return it. Either your return of a signed copy or acceptance of services rendered will constitute your assent to this Agreement and make it effective as the contract governing this engagement.

Very truly yours,

GREENBERG TRAURIG, LLP

By: 

Rosa S. Jeong

Enclosure

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**ACCEPTED AND AGREED
WITH CONSENTS AND WAIVERS GRANTED:**

Cámara Nacional de las Industrias Azucarera y Alcohólica

By: _____
Gladys Fernandez, Executive President

Dated:



BILLING POLICIES

Introduction

This document outlines our standard billing practices and additional terms supplementing and as a part of our Agreement with you.

Fees

Unless otherwise agreed in writing, our fees in this engagement will be based upon the time spent by our personnel in accordance with the attached Billing Policies. The current discounted billing rate for Rosa Jeong for this matter is \$1,300 per hour. Rates for other attorneys in this firm currently range from \$350 per hour for the most junior associate to \$2,250 per hour for our most senior attorneys. The rate for paralegals is currently \$230 - \$655 per hour. Depending on circumstances and the passage of time, our rates may change as the engagement progresses. Our fees for our services will be generally based upon the time spent by our personnel.

Costs and Expenses

We have established prevailing rates for all charges that will be incurred during this engagement. We believe that GT's rates are competitive with those of comparable law firms. You will be responsible to pay all such charges incurred during this engagement and for reimbursing us for any actual expenses we advance on your behalf. Our charges may include without limitation travel, copying, facsimile charges, messenger services, long distance phone calls, computer research services, secretarial overtime and filing fees. These charges may also include any sales or service tax that may be applicable in addition to interest that runs on the outstanding balance.

Expenses of Outside Contractors

Generally, expenses of outside contractors (such as court reporters, surveyors, title companies, experts and consultants) will be directly billed or directed to the client pursuant to engagement agreements in which payment and indemnification terms remain strictly between the client and the vendor. GT will not be responsible for payment of such services. Prompt payment of these charges is essential to enable us to provide timely and efficient service to you, with the assistance of such outside contractors.

If desired, and if we are given sufficient expense deposits in advance, GT will directly pay outside contractors. If GT has done so without or before such a deposit, you will promptly reimburse GT for whatever it has paid.

Type of Invoice

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and expenses attributable to this engagement during the prior month. At your option, the invoice will be either general or detailed. The general invoice will state the total fees due for legal work and the total expenses incurred and charged to the engagement. In the alternative, the invoice will provide detailed back-up showing the attorneys who worked on the matter, the work

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performed, the time spent on the task, and the total fee and expense amounts due. If you have special billing procedures or requirements, please advise us promptly, and we will attempt to bill you in accordance with them, to the extent feasible.

Payment of Invoices

Each invoice is payable upon receipt. Any unpaid balance not paid within thirty (30) days of the billing date may incur interest upon such balance at the rate of 1.5% per month or such lesser rate as may be the legally permissible maximum. If we receive a payment from you when more than one invoice is outstanding on any of the matters GT is working on for you, we will apply that payment to any such outstanding invoice, unless the payment is accompanied by the remittance copy of the specific invoice being paid or by some other written direction how you intend the payment to be applied. GT may discontinue representation, in accordance with applicable Ethics Rules, of any client or any matter where payment is more than forty-five (45) days in arrears, unless special arrangements in writing are approved by GT's Chief Executive Officer. Individual attorneys are not authorized to make such arrangements or to waive payment due-dates and the consequences of non-payment or overdue payment.

In the event of arbitration or suit as to any unpaid fees or costs, if GT prevails, in addition to any other relief or remedy granted to it, GT will be paid or reimbursed for the reasonable value of our attorneys' fees and expenses for and in that proceeding.

Retainers

For certain types of matters, GT requires that clients provide an initial fee retainer and expense deposit. The exact amount of the retainer and deposit will be agreed to by the client and the billing attorney.

Payment and Possible Liens

Fees and expenses will be payable monthly in accordance with the attached Billing Policies. Without limitation of those policies, you authorize GT to withdraw sums from your Retainer and expense deposit in GT's client trust account if needed to secure timely payment of any amounts due under this Agreement. If permitted by applicable governing law and Ethics Rules, you consent to GT's imposing liens, at GT's option, for its unpaid attorneys' fees and expenses on all retainers, escrow and trust accounts for your benefit, claims and causes of action as to which GT represented you or your affiliates, and the proceeds of any recovery you obtain in any matter.

Insurance and Indemnity

To the extent you have insurance, or have advised us that you believe you are insured or indemnified for the fees and expenses, as well as your possible liability, of this engagement, it remains that our engagement is with you, not the insurer or indemnitor. You will be responsible for and will pay our fees and expenses in accordance with this Agreement and Billing Policies, even if that requires payment before you are paid or reimbursed by your insurer or indemnitor or if you receive from them less than our fees and expenses. We will seek to conform our bills to

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your insurer or indemnitor's reasonable requirements, and, if asked, send copies of the bills to who you designate at the insurer or indemnitor. If and as feasible, we will also maintain separate files for the aspects of this engagement for which you are insured or indemnified.

Questions Regarding Billings

Any questions regarding billing should be immediately directed to the billing attorney or to our Accounting Department.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'S' followed by a flourish.