

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 Latin America Advisory Group, LLC	2. Registration Number 6898
--	--------------------------------

3. Name of Foreign Principal  
office of the President of El Salvador

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? 01/31/2026
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will continue to provide public relations and communications advice and support to, and will continue outreach to the federal executive branch and Congress on behalf of the foreign principal. Registrant recently received the signed and updated contract from the foreign principal, which was returned from the translation service on February 9, 2026. [Note: Registrant has been attempting to file this statement for two weeks. It has encountered repeated difficulties related to the implementation of the new FARA DOJ filing system]

---

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

Registrant will continue to provide public relations and communications advice and support to, and will continue to provide outreach to the federal executive branch and Congress on behalf of the foreign principal.

---

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.

Registrant will continue to communicate with U.S. government officials, the public, and the media about the importance of fostering a strong dialogue between the U.S. and El Salvador

---

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

N/A - This statement is filed to update the registrant's agreement/contract with the 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.

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

Date	Contact	Method	Purpose
------	---------	--------	---------

---

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  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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
---------------	-----------	---------	-----------------------

---

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  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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
------	-----------	---------	-----------------------

---

<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
03/03/2026	Damian Merlo	<input data-bbox="889 457 961 485" type="text" value="Sign"/> /s/Damian Merlo
_____	_____	<input data-bbox="889 541 961 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 961 672" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 714 961 756" 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
March 3, 2026	Damian Merlo	
_____	_____	_____
_____	_____	_____
_____	_____	_____



**Compañía de  
Luz Eléctrica de  
Ahuachapán S.A.**

**LUDWING MACDONALD VALDEZ GRANDE**, de sesenta y dos años de edad, masculino, casado, licenciado en economía del domicilio del municipio de Soyapango, departamento de San Salvador, con residencia en Reparto Los Santos uno Pasaje San Miguel Bloque E, número 75-A, con Documento Único de Identidad y Número de Identificación Tributaria debidamente homologado: cero cero ocho nueve seis uno siete uno- tres; expedido en el distrito de Soyapango, Municipio de San Salvador Este, el dieciocho de mayo de dos mil veintiuno; actuando en nombre y representación en mi calidad de Administrador Único, de la Sociedad **COMPAÑÍA DE LUZ ELÉCTRICA DE AHUACHAPÁN, SOCIEDAD ANÓNIMA**, que se abrevia **CLEA, S.A.**, quien en adelante será denominada indistintamente CLEA, La Empresa o Contratante, de nacionalidad salvadoreña, del domicilio del municipio y departamento de San Salvador, con Número de Identificación Tributaria cero uno cero uno- uno uno cero seis nueve seis- cero cero uno- seis; personería que acredito con: a) la escritura pública de modificación de pacto de la sociedad, otorgada a las doce horas del día veinte de diciembre de dos mil veintiuno, ante los oficios de la notario María Hilda Aguilar Ayala, inscrita en el Registro de Comercio el día veintidós de diciembre de dos mil veintiuno, al número VEINTINUEVE del Libro CUATRO MIL CUATROCIENTOS NOVENTA Y SIETE del Registro de Sociedades, que contiene el pacto social vigente e íntegro de la sociedad, en la cual consta que su denominación, abreviatura, naturaleza jurídica, nacionalidad y domicilio son los antes dichos, que su plazo es indeterminado, siendo el presente acto conforme con su pacto social; que la administración social es ejercida por un administrador único, correspondiéndole la representación judicial, extrajudicial y uso de la firma social, nombrado, junto con un suplente por periodos de tres años, quienes se mantendrán en el cargo hasta que la siguiente administración entre en funciones, pudiendo otorgar actos como el presente; y b) certificación de acta de junta general ordinaria de accionistas, expedida el día treinta de septiembre de dos mil veinticinco, por la Licenciada Nelly del Rosario Abrego García, en su calidad de Secretaria de dicha junta, inscrita en el Registro de Comercio, el día veintisiete de noviembre de dos mil veinticinco, al número SETECIENTOS VEINTE del Libro CUATRO MIL NOVECIENTOS TREINTA Y CINCO del Registro de Sociedades, en la cual consta que se nombró al compareciente como administrador único de la sociedad por un período de tres años vigentes hasta el veintisiete de noviembre de dos mil veintiocho; y, por otra parte **DAMIAN MATIAS MERLO DEBERNARDI**, de cincuenta años de edad, ciudadano de los Estados Unidos de América, del domicilio de la Ciudad de Miami del Estado de Florida, en los Estados Unidos de América, con Pasaporte número quinientos sesenta y seis millones veintisiete mil setenta y seis, **actuando en calidad de Administrador Único de la corporación LATIN AMERICA ADVISORY GROUP, LIMITED LIABILITY COMPANY que puede abreviarse LATIN AMERICA ADVISORY GROUP, LLC.** empresa de servicios corporativos, localizada en 251 Little Falls Drive Wilmington, DE, 19808 de los Estados Unidos de América, y que en el curso de este instrumento se denominará "**LA CONTRATISTA**", por medio de este instrumento otorgamos un "**CONTRATO DE**



Compañía de  
Luz Eléctrica de  
Ahuachapán S.A.

**PRESTACIÓN DE SERVICIOS DE CONSULTORÍA",** que se sujetará a los términos y condiciones siguientes:

**ARTÍCULO 1º.- OBJETO DEL CONTRATO:** El presente contrato, tiene por objeto la prestación de los SERVICIOS DE **CONSULTORÍA EN RELACIONES GUBERNAMENTALES.**

**ARTÍCULO 2º.- ALCANCE DE LOS SERVICIOS**

El alcance de los servicios objeto del contrato, comprende la ejecución de las actividades siguientes:

1. Mantener y fortalecer vínculos estratégicos con entidades del Poder Ejecutivo y del Congreso de los Estados Unidos.
2. Identificar oportunidades de colaboración bilateral y facilitar canales de comunicación directa entre El Salvador y actores políticos relevantes en EE. UU.
3. Apoyar en la organización de visitas oficiales, reuniones bilaterales y otras gestiones en Estados Unidos.
4. Diseñar e implementar estrategias de comunicación para posicionar narrativas clave del gobierno salvadoreño ante medios internacionales.
5. Servir como enlace entre El Salvador y periodistas, editores y medios de comunicación globales.
6. Proveer orientación estratégica sobre entrevistas, comunicados de prensa y posicionamientos públicos del gobierno ante audiencias internacionales.

**ARTÍCULO 3º.- PLAZO:** LA CONTRATISTA, ha sido contratada para la prestación de los servicios de consultoría independiente, descritos en la cláusula anterior, por un plazo de doce meses, iniciando el uno de enero de dos mil veintiséis hasta el treinta y uno de diciembre de dos mil veintiséis.

**ARTÍCULO 4º.- PRECIO Y FORMA DE PAGO:** El pago de honorarios será por la suma de **SETECIENTOS OCHENTA MIL 00/100 DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US\$780,000.00)**, el cual será pagado por medio de doce cuotas mensuales de **SESENTA Y CINCO MIL DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US\$65,000.00)** cada uno; previa aprobación de la persona designada para la administración y seguimiento técnico del presente contrato; sin perjuicio de la posibilidad de que la administración requiera cualquier tipo de informe sobre los servicios brindados y/o acciones efectuadas en el desarrollo del presente contrato. **FORMA DE PAGO:** Dichos pagos se realizarán mediante transferencia electrónica, con la debida coordinación entre la persona designada para la administración y seguimiento técnico del contrato y la unidad financiera correspondiente. Para el trámite del pago La Contratista deberá presentar comprobante de cobro en original y dos copias. El comprobante de cobro deberá emitirse a nombre de La Contratante.

**ARTÍCULO 5º.- NO EXISTENCIA DE RESPONSABILIDAD LABORAL ENTRE LAS PARTES:** Las partes declaran expresamente, que entre LA EMPRESA y LA CONTRATISTA existe notoria independencia; y que asume LA CONTRATISTA, el riesgo comercial de la prestación de sus servicios, así como las obligaciones respectivas con personal propio que intervenga



Compañía de  
Luz Eléctrica de  
Ahuachapán S.A.

en la ejecución del servicio. LA CONTRATISTA y su personal no tendrá la obligación de cumplir horario o jornada alguna, ni estará bajo subordinación laboral para con LA EMPRESA, por lo tanto, las partes aceptan y reconocen expresamente que LA CONTRATISTA, ni el personal que de su parte pueda ser parte de la prestación de servicios no serán considerados trabajadores dependiente o subordinados de LA EMPRESA y prestará sus servicios de forma independiente, pudiendo prestar sus servicios profesionales a diferentes empresas, siempre que ello no represente un conflicto de intereses. LA CONTRATISTA reconoce y acepta que no está sujeta a la legislación laboral, por ser un contratista independiente. Las vinculaciones de las partes se regirán por lo pactado en las disposiciones civiles y mercantiles que les sean aplicables. Asimismo, quedará exclusivamente sujeta a las condiciones del presente contrato; y sus derechos y obligaciones se limitan estrictamente a los términos y condiciones del mismo. LA CONTRATISTA, no tendrá derecho a ningún beneficio, pago, subsidio o compensación, con excepción de los expresamente descritos en este contrato. Por otra parte, la función que ejercerá LA CONTRATISTA no formará parte de la estructura organizativa de LA EMPRESA, por lo cual, no ejercerá un cargo de jefatura o dirección del que dependa personal. Finalmente, LA CONTRATISTA, ni tampoco el personal que de la misma, participe en la prestación de servicios, no estará sujeto a ningún tipo de sanción disciplinaria, y únicamente podrá darse por terminado el presente contrato por las causas establecidas en el numeral DIEZ de este instrumento.

**ARTÍCULO 6º.- OBLIGACIONES DE LA CONTRATISTA:** a) Se compromete a prestar los servicios con la eficiencia y calidad requerida, atendiendo en beneficio de su gestión, los requerimientos o necesidades que, en el ámbito de su especialidad se le indique; b) LA CONTRATISTA se obliga a mantener en todo momento, una conducta profesional ética e íntegra frente a la misma, sus ejecutivos y sus usuarios en general. c) La Contratista deberá cumplir con la legislación aplicable al objeto del Contrato, las cláusulas del presente contrato y las instrucciones que giren; además, especialmente, deberá: a) Atender con prioridad los requerimientos que se le hagan para resolver cualquier petición relacionada con el objeto de este contrato. **PROHIBICIONES.** La contratista no podrá: a) Ceder, traspasar o subcontratar a ningún título los derechos y obligaciones que emanen del contrato; y b) Modificar unilateralmente el precio definido en este instrumento.

**ARTÍCULO 7º.- OBLIGACIONES DE LA EMPRESA CONTRATANTE:** a) Se compromete a pagar los honorarios establecidos en el presente contrato, b) Se obliga a asumir los costos en que incurra LA CONTRATISTA previa autorización de LA EMPRESA, para dar respuesta a eventualidades emergentes.

**ARTÍCULO 8º. - RECLAMOS POR VICIOS Y/O DEFICIENCIAS.** Durante la vigencia del plazo del contrato, La Empresa tendrá derecho a efectuar reclamos por cualquier incumplimiento, vicios o deficiencias en cuanto al servicio objeto del contrato. La Empresa podrá gestionar el reclamo por medio de llamadas telefónicas o correo electrónico, no obstante, si no se resolviese el reclamo, deberá realizar el reclamo por escrito y establecerá un plazo para subsanar el incumplimiento, para lo cual considerará la naturaleza y circunstancias de la causa del reclamo. Si la Contratista no subsana lo reclamado en dicho plazo sin causa justificada, La Empresa quedará exenta de



cualquier pago pendiente y exigirá la devolución de cualquier pago que haya hecho a la Contratista en relación con el servicio.

**ARTÍCULO 9°.-CONFIDENCIALIDAD:** LA CONTRATISTA acepta que toda información que reciba de LA EMPRESA, así como la que se origine de este acuerdo comercial es CONFIDENCIAL y propiedad exclusiva de LA EMPRESA, por lo que se compromete a no divulgarla en forma alguna a terceras personas. LA CONTRATISTA se obliga a manejar bajo estrictos parámetros de confidencialidad, toda la información que se le proporcione.

**ARTÍCULO 10°.-TERMINACIÓN DEL CONTRATO:** El presente contrato podrá terminar por las siguientes causas: 1) Por voluntad unilateral de cualquiera de las partes, sin necesidad de justificar la causa por la que han decidido su terminación y sin necesidad de indemnización alguna por parte de alguna de ellas, solamente se deberá comunicar por escrito con acuse de recibo a la otra parte, con al menos DIEZ DÍAS de anticipación a la fecha que se desee dar por terminado el presente acuerdo, liquidando la relación comercial existente. 2) Por vencimiento del plazo pactado. 3) Ambas partes acuerdan que también se podrá dar por terminado el presente contrato de forma mutua, y en este caso no habrá responsabilidad para ninguna de las partes y tampoco mediará indemnización alguna; únicamente, deberá liquidarse la relación comercial existente. 4) Por incumplimiento por parte de LA EMPRESA de cualquiera de las cláusulas del presente contrato. 5) Por incumplimiento por parte de LA CONTRATISTA de cualquiera de las cláusulas del presente contrato, obligándose además a pagar a LA EMPRESA cualquier daño y/o perjuicio que le ocasionare. Dicho pago en concepto de daños y perjuicios, podrá ser descontado y/o compensado de cualquier obligación comercial que a la fecha existiera por parte de LA EMPRESA y a favor de LA CONTRATISTA, lo cual está última reconoce, comprende y acepta expresamente en este acto.

**ARTÍCULO 11°.-LEGISLACIÓN APLICABLE Y SOLUCIÓN DE CONTROVERSIAS:** El presente contrato se regirá por la legislación de El Salvador. En caso de cualquier controversia, conflicto, disputa o reclamo que resulte del presente Contrato, las partes se someten a la jurisdicción de los tribunales de la ciudad de San Salvador, Republica de El Salvador.

**ARTÍCULO 12°.-MODIFICACIONES:** No obstante, lo dispuesto en el presente acuerdo, LA CONTRATISTA acepta expresamente, que, a petición escrita de LA EMPRESA, el presente contrato, podrá modificarse, suscribiéndose un nuevo acuerdo y/o sus anexos si aplicasen.

**ARTÍCULO 13°.- LUGAR PARA RECIBIR NOTIFICACIONES:** Las partes señalan como lugar para recibir notificaciones las direcciones siguientes:

LA EMPRESA: Calle Talamanca #30, Colonia Miramonte, distrito de San Salvador, municipio de San Salvador Centro, departamento de San Salvador.

LA CONTRATISTA: 251 Little Falls Drive Wilmington, DE 19808 de los Estados Unidos de América.



**Compañía de  
Luz Eléctrica de  
Ahuachapán S.A.**

En fe de todo lo anterior, ratificamos el contenido del presente contrato por estar redactado conforme a nuestras voluntades y lo suscribimos en dos ejemplares originales, quedando uno en poder de cada una de las partes, ambos con igual fuerza legal.

Firmado en el distrito de San Salvador, municipio de San Salvador Centro, departamento de San Salvador, a los trece días del mes de noviembre de dos mil veinticinco.

**COMPAÑÍA DE LUZ ELÉCTRICA DE  
AHUACHAPÁN, S.A.**

**LATIN AMERICA ADVISORY GROUP, LLC**

**LUDWING MACDONALD VALDEZ GRANDE  
REPRESENTANTE LEGAL**



**Compañía de  
Luz Eléctrica de  
Ahuachapán, S.A.**

**DAMIAN MATIAS MERLO DEBERNARDI  
ADMINISTRADOR ÚNICO**



## Certified Translation

*In the Business of Helping  
People since 2002.*



PROFESSIONAL SERVICES CONTRACT No. 001/2026-SP-CLEA

CLE 1896 – Compañía de Luz Eléctrica de Ahuachapán S.A.

LUDWING MACDONALD VALDEZ GRANDE, sixty-two years of age, male, married, Bachelor's degree in Economics, domiciled in the municipality of Soyapango, department of San Salvador, residing at Reparto Los Santos Uno, Pasaje San Miguel, Block E, number 75-A, holder of a duly homologated Unique Identity Document and Tax Identification Number: zero zero eight nine six one seven one–three; issued in the district of Soyapango, Municipality of San Salvador East, on May eighteenth, two thousand twenty-one; acting in the name and representation in my capacity as Sole Administrator of the company COMPAÑÍA DE LUZ ELÉCTRICA DE AHUACHAPÁN, SOCIEDAD ANÓNIMA, abbreviated CLEA, S.A., who hereinafter shall be referred to interchangeably as CLEA, The Company or The Contracting Party, of Salvadoran nationality, domiciled in the municipality and department of San Salvador, with Tax Identification Number zero one zero one–one one zero six nine six–zero zero one–six; legal capacity which I evidence with: a) the public deed of amendment of the company's bylaws, granted at twelve hours on December twentieth, two thousand twenty-one, before the offices of Notary María Hilda Aguilar Ayala, registered in the Commercial Registry on December twenty-second, two thousand twenty-one, under number TWENTY-NINE of Book FOUR THOUSAND FOUR HUNDRED NINETY-SEVEN of the Registry of Companies, which contains the current and complete bylaws of the company, which state that its name, abbreviation, legal nature, nationality, and domicile are those previously mentioned; that its term is indefinite, and that the present act is in accordance with its bylaws; that corporate administration is exercised by a sole administrator, who holds judicial and extrajudicial representation and use of the corporate signature, appointed together with an alternate for periods of three years, who shall remain in office until the next administration assumes functions, and who may grant acts such as the present one; and b) certification of the minutes of the ordinary general shareholders' meeting, issued on September thirtieth, two thousand twenty-five, by Licensed Nelly del Rosario Abrego García, in her capacity as Secretary of said meeting, registered in the Commercial Registry on November twenty-seventh, two thousand twenty-five, under number SEVEN HUNDRED TWENTY of Book FOUR THOUSAND NINE HUNDRED THIRTY-FIVE of the Registry of Companies, which states that the appearing party was appointed as sole administrator of the company for a period of three years, valid until November twenty-seventh, two thousand twenty-eight; and on the other hand, DAMIAN MATIAS MERLO DEBERNARDI, fifty years of age, citizen of the United States of America, domiciled in the City of Miami, State of Florida, United States of America, holder of Passport number five hundred sixty-six million twenty-seven thousand seventy-six, acting in the capacity of Sole Administrator of the corporation LATIN AMERICA ADVISORY GROUP, LIMITED LIABILITY COMPANY, which may be abbreviated LATIN AMERICA ADVISORY GROUP, LLC, a corporate services company, located at 251 Little Falls Drive, Wilmington, DE 19808, United States of America, and which in the course of this instrument shall be referred to as "THE CONTRACTOR"; by means of this instrument we enter into a "CONSULTING SERVICES AGREEMENT", which shall be subject to the following terms and conditions:

ARTICLE 1.- PURPOSE OF THE CONTRACT: The purpose of this contract is the provision of CONSULTING SERVICES IN GOVERNMENT RELATIONS.

ARTICLE 2.- SCOPE OF SERVICES: The scope of the services subject to the contract includes the execution of the following activities:

1. Maintain and strengthen strategic ties with entities of the Executive Branch and the United States Congress.
2. Identify opportunities for bilateral collaboration and facilitate direct communication channels between El Salvador and relevant political actors in the U.S.
3. Support the organization of official visits, bilateral meetings, and other activities in the United States.
4. Design and implement communication strategies to position key narratives of the Salvadoran government before international media.
5. Serve as a liaison between El Salvador and journalists, editors, and global media outlets.
6. Provide strategic guidance on interviews, press releases, and public positioning of the government before international audiences.

ARTICLE 3.- TERM: THE CONTRACTOR has been engaged to provide the independent consulting services described in the preceding clause for a term of twelve months, commencing on January first, two thousand twenty-six, through December thirty-first, two thousand twenty-six.

ARTICLE 4.- PRICE AND METHOD OF PAYMENT: The payment of fees shall be in the amount of SEVEN HUNDRED EIGHTY THOUSAND 00/100 UNITED STATES DOLLARS (US\$780,000.00), to be paid in twelve monthly installments of SIXTY-FIVE THOUSAND UNITED STATES DOLLARS (US\$65,000.00) each; subject to prior approval by the person designated for the administration and technical monitoring of this contract; without prejudice to the possibility that the administration may require any type of report on the services provided and/or actions carried out in the execution of this contract.

METHOD OF PAYMENT: Said payments shall be made via electronic transfer, with due coordination between the person designated for the administration and technical monitoring of the contract and the corresponding financial unit. For payment processing, THE CONTRACTOR shall submit an original invoice and two copies. The invoice shall be issued in the name of The Contracting Party.

ARTICLE 5.- NON-EXISTENCE OF LABOR LIABILITY BETWEEN THE PARTIES:

The parties expressly declare that there exists clear independence between THE COMPANY and THE CONTRACTOR; and that THE CONTRACTOR assumes the commercial risk of providing its services, as well as the respective obligations with its own personnel involved in the execution of the service. THE CONTRACTOR and its personnel shall have no obligation to comply with any schedule or workday, nor shall they be subject to labor subordination to THE COMPANY; therefore, the parties expressly accept and acknowledge that THE CONTRACTOR, nor the personnel who on its behalf may take part in the provision of services, shall be considered dependent or subordinate employees of THE COMPANY and shall provide their services independently, being able to provide their professional services to different companies, provided that this does not represent a conflict of interest. THE CONTRACTOR acknowledges and accepts that it is not subject to labor legislation, as it is an independent contractor. The relationships between the parties shall be governed by the agreed civil and commercial provisions applicable to them. Likewise, it shall be exclusively subject to the conditions of this contract; and its rights and obligations are strictly limited to the terms and conditions thereof. THE CONTRACTOR shall not be entitled to any benefit, payment, subsidy, or compensation, except for those expressly described in this contract. On the other hand, the function to be exercised by THE CONTRACTOR shall not form part of the organizational structure of THE COMPANY, and therefore shall not exercise any supervisory or managerial position upon which personnel depend. Finally, THE CONTRACTOR, nor the personnel who, on its behalf, participate in the provision of services, shall be subject to any type of disciplinary sanction, and this contract may only be terminated for the causes established in Article TEN of this instrument.

ARTICLE 6.- OBLIGATIONS OF THE CONTRACTOR: a) Undertakes to provide the services with the required efficiency and quality, attending, for the benefit of its management, to the requirements or needs indicated within the scope of its specialty; b) THE CONTRACTOR undertakes to maintain at all times ethical and integral professional conduct before the company, its executives, and its users in general; c) THE CONTRACTOR shall comply with the legislation



In the Business of Helping  
People since 2002.



### Certified Translation

applicable to the purpose of the Contract, the clauses of this contract, and the instructions issued; additionally, and especially, shall: a) Give priority attention to the requirements made to resolve any request related to the purpose of this contract. PROHIBITIONS: THE CONTRACTOR may not: a) Assign, transfer, or subcontract under any title the rights and obligations arising from the contract; and b) Unilaterally modify the price defined in this instrument.

ARTICLE 7.- OBLIGATIONS OF THE CONTRACTING COMPANY: a) Undertakes to pay the fees established in this contract; b) Undertakes to assume the costs incurred by THE CONTRACTOR, with prior authorization from THE COMPANY, to respond to emergent contingencies.

ARTICLE 8.- CLAIMS FOR DEFECTS AND/OR DEFICIENCIES: During the term of the contract, The Company shall have the right to make claims for any breach, defects, or deficiencies regarding the service subject to the contract. The Company may manage the claim via telephone calls or email; however, if the claim is not resolved, it must submit the claim in writing and establish a period to remedy the breach, considering the nature and circumstances of the cause of the claim. If THE CONTRACTOR does not remedy the claim within such period without justified cause, The Company shall be exempt from any pending payment and shall require the return of any payment made to THE CONTRACTOR in relation to the service.

ARTICLE 9.- CONFIDENTIALITY: THE CONTRACTOR accepts that all information received from THE COMPANY, as well as that originating from this commercial agreement, is CONFIDENTIAL and the exclusive property of THE COMPANY, and therefore undertakes not to disclose it in any manner to third parties. THE CONTRACTOR undertakes to handle all information provided under strict confidentiality parameters.

ARTICLE 10.- TERMINATION OF THE CONTRACT: This contract may be terminated for the following causes: 1) By unilateral will of either party, without the need to justify the cause and without any indemnification by either party, provided that written notice with acknowledgment of receipt is given to the other party at least TEN DAYS in advance of the desired termination date, settling the existing commercial relationship. 2) By expiration of the agreed term. 3) By mutual agreement of both parties, in which case there shall be no liability or indemnification for either party; only the existing commercial relationship shall be settled. 4) By breach by THE COMPANY of any clause of this contract. 5) By breach by THE CONTRACTOR of any clause of this contract, additionally obligating it to pay THE COMPANY any damages and/or losses caused. Such payment for damages may be deducted and/or offset against any commercial obligation existing at the time by THE COMPANY in favor of THE CONTRACTOR, which the latter expressly acknowledges, understands, and accepts in this act.

ARTICLE 11.- APPLICABLE LAW AND DISPUTE RESOLUTION: This contract shall be governed by the laws of El Salvador. In the event of any controversy, conflict, dispute, or claim arising from this Contract, the parties submit to the jurisdiction of the courts of the city of San Salvador, Republic of El Salvador.

ARTICLE 12.- AMENDMENTS: Notwithstanding the provisions of this agreement, THE CONTRACTOR expressly accepts that, upon written request by THE COMPANY, this contract may be amended by executing a new agreement and/or its annexes, if applicable.

ARTICLE 13.- PLACE FOR RECEIVING NOTIFICATIONS: The parties designate the following addresses for receiving notifications:

THE COMPANY: Calle Talamanca #30, Colonia Miramonte, district of San Salvador, municipality of San Salvador Centro, department of San Salvador.  
THE CONTRACTOR: 251 Little Falls Drive, Wilmington, DE 19808, United States of America.

In witness of all the foregoing, we ratify the contents of this contract as being drafted in accordance with our will and execute it in two original counterparts, one retained by each party, both with equal legal force.

Signed in the district of San Salvador, municipality of San Salvador Centro, department of San Salvador, on the thirteenth day of the month of November, two thousand twenty-five.

[There is a seal:] CLEA – 1898 – Compañía de Luz Eléctrica de Ahuachapán, S.A.

COMPAÑÍA DE LUZ ELÉCTRICA DE AHUACHAPÁN, S.A.  
[There is a signature]  
LUDWING MACDONALD VALDEZ GRANDE  
LEGAL REPRESENTATIVE

LATIN AMERICA ADVISORY GROUP, LLC  
[There is a signature]  
DAMIAN MATIAS MERLO DEBERNARDI  
SOLE ADMINISTRATOR

#### CERTIFICATION: Translation from Spanish into English

I, Diego D. Rodriguez, a professional translator with over 20 years of experience in the translation business, member number 231266 of the American Translators Association, President and Director of Tranlanguage Inc., a certified translation services company duly incorporated in the State of Florida, hereby certify the foregoing to be a translation made by a professional and qualified translator, fluent in the abovementioned languages and experienced in the translation of this type of documents. To the best of my knowledge and belief, this translator produced a true and accurate translation of the pertinent part of the photocopy of the source document, which is attached hereto. This certification does not cover the legitimacy of the source document nor the truthfulness of the information contained therein. In witness whereof, I set my hand and seal on February 2, 2026.



  
Translator Diego Rodriguez  
American Translators Association  
ATA member number 231266

Digitally signed by Diego D Rodriguez  
DN: cn=Diego D Rodriguez,  
o=Tranlanguage Inc., ou=Tranlanguage Inc.,  
email=info@tranlanguage.com, c=US  
Adobe Acrobat DC version: 2015.006.30527