

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 Rubin Turnbull & Associates, Inc.	2. Registration Number 6944
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3. Primary Address of Registrant
 401 E Las Olas Blvd, Ste. 130-447, Ft. Lauderdale, FL 33301

4. Name of Foreign Principal Ad Hoc Board of Petr6leos de Venezuela S.A through Vision Americas International LLC	5. Address of Foreign Principal 800 Connecticut Ave., NW Suite 300 Washington, DC 20006
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6. Country/Region Represented
 VENEZUELA

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*) See Appendix for Response
- 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.

The Ad Hoc Board of Petr leos de Venezuela, S.A. is the U.S. recognized representative of Venezuela's state-owned oil company Petr leos de Venezuela, S.A.

b) Is this foreign principal:

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

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

See Appendix for Response

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.


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
02/04/2026	william Rubin	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/william Rubin
_____	_____	<input data-bbox="886 491 954 529" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 577 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 663 954 701" 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
2/3/2026	William Rubin	
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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**Appendix
Response to Item 7**

Item 7: Indicate whether the foreign principal is one of the following: Other (specify).

Board of Directors of state-owned corporation.

Appendix

Response to Item 11

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

Item 10(b) Supervised: In February 2019, pursuant to the Statute that Governs the Transition to Democracy to Reestablish the Full Force and Effect of the Constitution of the Bolivarian Republic of Venezuela, enacted by the Venezuelan IV National Assembly, Venezuela's Interim President, Juan Gerardo Guaido Marquez, appointed the PDVSA Ad Hoc Board, and the National Assembly ratified his appointments. In December 2022, the National Assembly voted to remove Interim President Guaido, dissolve the Interim Government, and appoint a commission that would, in turn, appoint members of the PDVSA Ad Hoc Board and work to protect Government of Venezuela assets abroad. To that end, the IV National Assembly established the Council for the Administration and Protection of the Assets ("CAPA") and appointed its members in January 2023. CAPA is part of the IV National Assembly of the Government of Venezuela.

Item 10(b) Owned: In February 2019, pursuant to the Statute that Governs the Transition to Democracy to Reestablish the Full Force and Effect of the Constitution of the Bolivarian Republic of Venezuela, enacted by the Venezuelan IV National Assembly, Venezuela's Interim President, Juan Gerardo Guaido Marquez, appointed the PDVSA Ad Hoc Board, and the National Assembly ratified his appointments. In December 2022, the National Assembly voted to remove Interim President Guaido, dissolve the Interim Government, and appoint a commission that would, in turn, appoint members of the PDVSA Ad Hoc Board and work to protect Government of Venezuela assets abroad. To that end, the IV National Assembly established the Council for the Administration and Protection of the Assets ("CAPA") and appointed its members in January 2023. CAPA is part of the IV National Assembly of the Government of Venezuela.

Item 10(b) Directed: In February 2019, pursuant to the Statute that Governs the Transition to Democracy to Reestablish the Full Force and Effect of the Constitution of the Bolivarian Republic of Venezuela, enacted by the Venezuelan IV National Assembly, Venezuela's Interim President, Juan Gerardo Guaido Marquez, appointed the PDVSA Ad Hoc Board, and the National Assembly ratified his appointments. In December 2022, the National Assembly voted to remove Interim President Guaido, dissolve the Interim Government, and appoint a commission that would, in turn, appoint members of the PDVSA Ad Hoc Board and work to protect Government of Venezuela assets abroad. To that end, the IV National Assembly established the Council for the Administration and Protection of the Assets ("CAPA") and appointed its members in January 2023. CAPA is part of the IV National Assembly of the Government of Venezuela.

Item 10(b) Controlled: In February 2019, pursuant to the Statute that Governs the Transition to Democracy to Reestablish the Full Force and Effect of the Constitution of the Bolivarian Republic of Venezuela, enacted by the Venezuelan IV National Assembly, Venezuela's Interim President, Juan Gerardo Guaido Marquez, appointed the PDVSA Ad Hoc Board, and the National Assembly ratified his appointments. In December 2022, the National Assembly voted to remove Interim President Guaido, dissolve the Interim Government, and appoint a commission that would, in turn, appoint members of the PDVSA Ad Hoc Board and work to protect Government of Venezuela assets abroad. To that end, the IV National Assembly established the Council for the Administration and Protection of the Assets ("CAPA") and appointed its members in January 2023. CAPA is part of the IV National Assembly of the Government of Venezuela.

Item 10(b) Financed: It is unknown whether the foreign principal is financed by a foreign government, foreign political party, or other foreign principal.

Item 10(b) Subsidized: It is unknown whether the foreign principal is financed by a foreign government, foreign political party, or other foreign principal.

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**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 Rubin Turnbull & Associates, Inc.	2. Registration Number 6944
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3. Name of Foreign Principal
Ad Hoc Board of Petróleos de Venezuela S.A through Vision Americas International LLC

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? 01/20/2026
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant has been subcontracted by Vision Americas International LLC to provide consulting and communications services regarding policy and licensing matters before U.S. government officials and agencies on behalf of Ad Hoc Board of Petróleos de Venezuela S.A.'s interests involving U.S. litigation pending against it and various subsidiaries. These services will include assisting with the preparation of written materials to support presentations before the U.S. government, providing assistance in conducting presentations, and advising on matters of policy.

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

Please see the attached contract. Registrant has been subcontracted by Vision Americas International LLC to provide consulting and communications services regarding policy and licensing matters before U.S. government officials and agencies on behalf of Ad Hoc Board of Petróleos de Venezuela S.A.'s interests involving U.S. litigation pending against it and various subsidiaries. These services will include assisting with the preparation of written materials to support presentations before the U.S. government, providing assistance in conducting presentations, and advising on matters of policy.

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.

See Appendix for Response

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.

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

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to 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
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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
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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
02/04/2026	william Rubin	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/william Rubin
_____	_____	<input data-bbox="889 541 959 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 667" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 714 959 751" 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
2/3/2026	William Rubin	
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Appendix Response to Item 10

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

Registrant has been subcontracted by Vision Americas International LLC to provide consulting and communications services regarding policy and licensing matters before U.S. government officials and agencies on behalf of Ad Hoc Board of Petróleos de Venezuela S.A.'s interests involving U.S. litigation pending against it and various subsidiaries. These services will include assisting with the preparation of written materials to support presentations before the U.S. government, providing assistance in conducting presentations, and advising on matters of policy.



Contract For Services

AGREEMENT

THIS AGREEMENT is dated as of January 20, 2026 by and between Vision Americas International (Client), and Rubin, Turnbull, & Associates (“Rubin Turnbull” or the “Firm”) a Florida company with an address at 401 East Las Olas Blvd, Suite 130-447 Fort Lauderdale, Florida 3330.

WITNESSETH:

For and in consideration of the terms and conditions set forth below, the parties hereto agree as follows:

1. **Services:** Client hereby retains and engages the Firm to render to Client advice, representation and assistance from time to time as requested by Client during the term of this Agreement to include, but not limited to, the following:

Provide assistance and/or direction to Client on matters of policy and licensing for Vision Americas International before the White House and Executive agencies of the U.S. Government;

Draft and produce other necessary materials as appropriate for specified and relative presentations;

The Firm hereby accepts such engagement and agrees to render such services upon the terms and conditions hereinafter set forth.

2. **Term:** The term of this Agreement shall commence on **January 22, 2026** and end on July 22, 2027. Following this expiration date, the Agreement shall continue on a month-to-month basis until terminated pursuant to the terms hereof.
3. **Compensation:**
 - a. As compensation for the performance by the Firm of its obligations under this Agreement, Client agrees to pay the Firm \$50,000 each month during the term of the contract for its services as outlined above.
 - b. Expenses as actually incurred by the Firm and in performance of services under this agreement and directly attributable thereto shall be billed to Client by the Firm as incurred and shall be paid by the Client, provided that any expense



shall be pre-approved by Client.

4. **Compliance with the Law:** Each party will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority.
5. **No Agency:** It is understood that the Firm is to act as a consultant and advisor to Client and is not an agent of or co-venturer with Client in any respect. The Firm will have no right, authority or power to act for or on Client's behalf.
6. **Publicity:** Neither the Firm nor Client shall participate in or allow any media releases of any kind, including but not limited to interviews with representatives of any publication, television station or network, or radio station or radio network, to publicize the Firm's relationship with Client without prior approval of both the Firm and Client.
7. **Modification:** No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and signed by each of the parties hereto.
8. **Limitation of Liability; Indemnification:**
 - a. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF IT HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE EVENT OF THE FIRM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT OR OTHERWISE, IN AN AMOUNT IN EXCESS OF THE FEE PAID TO THE FIRM DURING THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY.
 - b. The Firm and Client will mutually indemnify and hold harmless each other and their owners, officers, agents, and employees, (each, an "Indemnified Party") against any damage, cost, loss or expenditure (including but not limited to reasonable attorney's fees and costs, reasonable costs related to responding to discovery or subpoenas, and reasonable costs related to responding to governmental investigations) the Indemnified Party actually incurs as a result of or arising out from a) any materials or information provided to either party by or on behalf of the other party; b) any negligence or willful misconduct by either party; c) any non-negligent act or omission of either party undertaken at the instruction of, or with the approval of, the other party; or d) any violation of applicable law by either party.
9. **Additional Representations and Warranties:**



- a. Client represents that no fees, expenses, or other amounts paid to the Firm in connection with this Agreement shall be paid from any Federal appropriated funds.
- b. Client recognizes that the Firm may periodically be required to file government disclosure forms which may require Client's signature, input, or approval. Client agrees to cooperate in the Firm's efforts to file these disclosures, including, but not limited to, providing timely signatures on disclosure forms provided by the Firm and by truthfully and timely providing all information requested by the Firm for the completion and filing of such disclosures. To the extent that any entity other than the Client (including but not limited to real parties in interest or members of any association or coalition) contributes in excess of \$5,000 per quarter toward the Firm's lobbying activities, and actively participates in the planning, supervision, or control of the Firm's lobbying activities, the Client agrees to provide full information about any such entity at the outset of this Agreement, and agrees to provide any changes or updates to such information within seven (7) days of such changes having occurred.
- c. In connection with the services performed for Client, the Firm will not take any action that might be in violation of the provisions of anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act and all applicable federal, state and local anti-corruption/bribery laws, and will not offer, pay, promise to pay or authorize the payment of any money or anything of value to any government official or employee or any political party, party official or candidate for political office for the purpose of inducing or rewarding any favorable action in any commercial transaction or in any governmental matter.
- d. The Client agrees that pursuant to the Lobbying Disclosure Act, it shall, if applicable, provide the name, address, principal place of business, amount of any contribution greater than \$5,000 to the activities undertaken by the Firm hereunder, and approximate percentage of ownership in the Client of any foreign entity that: holds at least 20% equitable ownership in the Client; or directly or indirectly, in whole or major part, plans, supervises, controls, directs, finances, or subsidizes the activities of the Client. Such information shall be provided to the Firm at the outset of this Agreement and the Client shall provide updated information within seven (7) days of any changes to the previously-provided information.
- e. The Client represents and warrants that all Services provided by the Firm hereunder will directly further the bona fide commercial, industrial, or financial operations of the Client, and that no such Services are or will be undertaken to benefit or promote the public or political interests of any "government of a foreign country" or "foreign political party," as defined at 22 U.S.C. Section 611.
- f. The Client represents and warrants that it is not conveying and will not convey, directly or indirectly, any request, direction, or instruction to the Firm from any "government of a foreign country" or "foreign political party," as defined at 22 U.S.C. Section 611.



10. **Entire Agreement:** This instrument constitutes the entire Agreement of the parties with respect to the subject matter written contained herein.


11. **Choice of Law; Venue:** This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Both parties consent to the venue and jurisdiction of an appropriate court located in Florida. for the resolution of any disputes related to or arising out of this Agreement. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES THE RIGHT TO TRIAL BY JURY FOR ANY DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

12. **Severability; Blue Pencil:** If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable under applicable laws or regulation of any jurisdiction, the validity, legality and enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby. Should any provision in this Agreement be deemed overbroad, a court shall be authorized to modify that provision to the extent minimally necessary to render it legally permissible, while giving affect to the intent of the Parties.

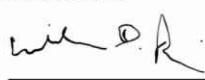
13. **Survival:** The following sections of this Agreement (including all respective subparts) shall continue in full force and effect notwithstanding any termination or expiration hereof: Sections 7, 8, 9, 10, 11, 12.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year above written.

CLIENT

By: 
Name: Marcela Prieto Botero
Title: President, Vision Americas International
Date: 01/27/2026

Rubin, Turnbull, & Associates

By: 
Name: William Rubin
Title: Chairman, Rubin Turnbull & Associates



Date: 1/26/2026