

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 in print and 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 Dentons Global Advisors Government Relations LLC | 2. Registration Number 7321 |
|---------------------------------------------------------------------------|--------------------------------|

3. Primary Address of Registrant
 1900 K St. NW, 5th Floor, Washington, DC 20006

| | |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| 4. Name of Foreign Principal Asociación Colombiana de Ciudades Capitales | 5. Address of Foreign Principal Carrera 9 #80 - 45, Oficina 901 Bogotá D.C., Cundinamarca COLOMBIA 110221 |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|

6. Country/Region Represented
 COLOMBIA

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.
See Appendix for Response

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

7 Sept 2023

EDWARDS J. REILLY



| | | |
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| | | |
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Appendix
Response to Item 10(a)

Asociación Colombiana de Ciudades Capitales is a Colombian association that promotes the common interests of Colombia's capital cities through collaboration between municipal and national authorities to support initiatives that promote the development of the association's member cities and the well-being of their inhabitants.

Appendix

Response to Item 11

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

Item 10(b) Supervised: Asociación Colombiana de Ciudades Captales was founded in Medellín, Colombia in 2012, and it is directed and controlled by an assembly comprised of the mayors of the capital cities of Colombia.

Item 10(b) Owned: Asociación Colombiana de Ciudades Captales was founded in Medellín, Colombia in 2012, and it is directed and controlled by an assembly comprised of the mayors of the capital cities of Colombia.

Item 10(b) Directed: Asociación Colombiana de Ciudades Captales was founded in Medellín, Colombia in 2012, and it is directed and controlled by an assembly comprised of the mayors of the capital cities of Colombia.

Item 10(b) Controlled: Asociación Colombiana de Ciudades Captales was founded in Medellín, Colombia in 2012, and it is directed and controlled by an assembly comprised of the mayors of the capital cities of Colombia.

Item 10(b) Financed: Asociación Colombiana de Ciudades Captales was founded in Medellín, Colombia in 2012, and it is directed and controlled by an assembly comprised of the mayors of the capital cities of Colombia.

Item 10(b) Subsidized: Asociación Colombiana de Ciudades Captales was founded in Medellín, Colombia in 2012, and it is directed and controlled by an assembly comprised of the mayors of the capital cities of Colombia.

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 in print and 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

Dentons Global Advisors Government Relations LLC

2. Registration Number

7321

3. Name of Foreign Principal

Asociación Colombiana de Ciudades Capitales

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, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 07/26/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

On July 26, 2023, Dentons Global Advisors Government Relations LLC ("DGAGR") entered into an agreement with Asociación Colombiana de Ciudades Capitales ("ASOCAPITALES") to provide certain advisory services to ASOCAPITALES related to the association's goal of establishing connections with U.S. private and public-sector leaders. Although the agreement was signed in July 2023, DGAGR has not performed any work in connection with this engagement.

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

DGAGR will assist ASOCAPITALES with strategic planning, development, and execution of targeted messages and initiatives in the United States. DGAGR's activities will include identifying key audiences for ASOCAPITALES, developing agendas and messaging, and participating in preparation sessions with the ASOCAPITALES delegation.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

During this engagement, DGAGR will craft messaging and agendas for meetings with U.S. federal and local government officials and will assist ASOCAPITALES with developing strategies for its outreach to U.S. private and public-sector leaders.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as 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 |
|------|---------|--------|---------|
|------|---------|--------|---------|

12. During the period beginning 60 days prior to the obligation to register³ 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 |
|---------------|-----------|---------|-----------------------|
|---------------|-----------|---------|-----------------------|

13. During the period beginning 60 days prior to the obligation to register⁴ 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 |
|------|-----------|---------|-----------------------|
|------|-----------|---------|-----------------------|

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 |
|------------|------------------|---------------------|
| 09/12/2023 | Edward J. Reilly | /s/Edward J. Reilly |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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 Sept 2023

EDWARDS J. REILLY



| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

DENTONS GLOBAL ADVISORS

July 26, 2023

Propiedad y confidencial

VIA ELECTRONIC MAIL

Sra. Luz María Zapata
Presidente
Asociación Colombiana de Ciudades Capitales
ASOCAPITALES
Bogota Colombia

Querida Sra. Zapata:

Nos complace presentar esta propuesta, en la que Dentons Global Advisors Government Relations LLC ("DGA GR") asesorará y asistirá a la Asociación Colombiana de Ciudades Capitales (ASOCAPITALES) en relación con su estrategia estratégica de alcance internacional, tal como se establece en el alcance del compromiso descrito en esta carta.

Estamos entusiasmados con la oportunidad de servir como asesores de Asocapitales, su equipo de liderazgo y miembros, considerando nuestra profunda experiencia ayudando a proteger y hacer crecer la presencia internacional de nuestros clientes. Apoyaremos a Asocapitales en el asesoramiento e identificación de oportunidades con stakeholders internacionales.

ALCANCE DEL COMPROMISO

La DGA GR brindará asesoramiento al liderazgo de Asocapitales y a los miembros de su delegación sobre el posible alcance a audiencias internacionales clave, incluida una visita de alcance a Nueva York y Washington, DC en la segunda mitad de 2023.

DGA GR apoyará a Asocapitales en la definición de metas y prioridades, planificación, desarrollo y ejecución de mensajes e iniciativas específicas. DGA GR trabajará con Asocapitales en el fortalecimiento de lazos con audiencias internacionales, incluso en los Estados Unidos, estableciendo relaciones con líderes de los sectores privado, académico y público.

Esta inmersión nos permitirá diseñar una hoja de ruta general de Asocapitales en torno a:

- Mapeo de las prioridades de la audiencia
- Desarrollo de una agenda
- Elaboración de objetivos y mensajes
- Sesiones de preparación con delegación de Asocapitales

La agenda de trabajo podría incluir reuniones con el gobierno, las autoridades locales, el poder legislativo, los medios de comunicación, los think tanks y otras entidades relevantes, incluidas las conferencias participantes y los eventos relevantes. Buscaremos establecer conexiones con organismos multilaterales y medios de comunicación, aprovechando los mejores contactos relacionados con las ciudades en cada organismo. Luego de la visita, DGA GR y Asocapitales se reunirán para discutir las principales conclusiones.

Asocapitales

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EL EQUIPO DE DGA GR

La asesoría estará a cargo de:

- Ja'Ron Smith, Socio
- Daniel Broom, Socio Asociado
- Tatiana Torres, Socia Asociada

COMPENSACIÓN

En consideración a los servicios de asesoría y apoyo de DGA GR como se establece anteriormente, proponemos una tarifa inicial para la Fase 1 de \$ 34,000 con el 50% de las tarifas (\$ 17,000) al firmar este documento y la segunda cuota del 50% de las tarifas \$ 17,000) con vencimiento 45 días después, neto de todas las retenciones. Si DGA GR no ha recibido el pago de Asocapitales más de 60 días después de la fecha de la factura, DGA GR puede cobrar un interés del 4% sobre la factura impagada, devengado desde la fecha de la factura hasta el pago. Asocapitales reembolsará a DGA GR todos los desembolsos razonables y necesarios realizados por DGA GR en nombre de este proyecto, incluidos los gastos de viaje, alojamiento y comida si fuera necesario. Los reembolsos de gastos estarán sujetos a una tarifa administrativa del 20% y vencerán 30 días después de la factura de DGA GR.

TÉRMINOS DEL ACUERDO

Para el apoyo en proyectos o servicios específicos fuera del alcance de este acuerdo, DGA GR y Asocapitales discutirán y acordarán mutuamente de antemano los términos comerciales apropiados. Reconocemos una obligación mutua de mantener la confidencialidad de la información y de cumplir con todas las leyes y reglamentaciones aplicables, incluidas las relativas a prácticas extranjeras corruptas. DGA GR prestará los servicios en virtud del presente como contratista independiente y, a menos que se acuerde específicamente por escrito, no tendrá autoridad para actuar en nombre de Asocapitales ni para obligar a Asocapitales de ninguna manera ni se le considerará un agente de la misma. Como condición de este compromiso, Asocapitales acuerda indemnizar a la DGA GR, sus miembros, funcionarios, empleados, afiliados, agentes y consultores, contra cualquier y todo reclamo, responsabilidad, daños y gastos (incluidos los honorarios de abogados y desembolsos) presentados o incurridos en relación con cualquier reclamo, procedimiento (incluidos, entre otros, procedimientos legales o regulatorios) o investigaciones iniciadas por terceros contra cualquiera de ellos o Asocapitales o cualquiera de sus respectivos afiliados, que surjan de o estén relacionados de alguna manera con este compromiso, excepto en la medida en que se deba a cualquier incumplimiento, negligencia grave o dolo por parte de DGA GR. Asocapitales acuerda que en ningún caso la responsabilidad de DGA GR frente a Asocapitales con respecto a cualquier reclamo (o serie de reclamos relacionados) que surja en virtud del presente excederá el monto total de los honorarios realmente pagados a DGA GR por este compromiso durante el período de doce (12) meses anterior a la afirmación de los reclamos aplicables. Asocapitales y DGA GR han discutido el alcance del trabajo y reconocen que nada en el presente limitará la capacidad de DGA GR para trabajar en cualquier otro asunto o para cualquier otro cliente, incluido cualquier asunto, sector o geografía similar a la que se establece a continuación, siempre que DGA GR concluya razonablemente que no hay conflicto con el trabajo que DGA GR ha sido contratado para realizar para Asocapitales. DGA GR se compromete a señalar a la atención de la Compañía cualquier trabajo que crea que pueda causar tales conflictos y trabajar con Asocapitales para resolver dichos conflictos. Durante la vigencia de este acuerdo y por un período de un año a partir de entonces, Asocapitales y/o sus afiliadas, sin el consentimiento previo por escrito de DGA GR, no solicitarán o intentarán solicitar, en nombre de Asocapitales o cualquier otra persona, directa o indirectamente, a cualquier miembro, empleado o funcionario consultor de DGA GR o cualquiera de sus afiliadas para

Asocapitales

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terminar su relación con DGA GR, o contratar o retener por separado de DGA GR o dicha afiliada los servicios de cualquier persona. El término de este compromiso entra en vigencia a partir de la fecha de este acuerdo y continuará durante una semana a menos que cualquiera de las partes lo rescinda mediante notificación por escrito. Nos reservamos expresamente el derecho de dejar de proporcionar todos los servicios a continuación, y usted acepta expresamente nuestro derecho a hacerlo, si no paga los montos facturados. Usted sigue siendo responsable de pagar las tarifas y los gastos relacionados con los servicios prestados antes de la finalización de este compromiso, y no seremos responsables de ninguna pérdida que surja de dicho cese de servicios. Todos los derechos y obligaciones de las partes en virtud del presente que se hayan acumulado antes de la rescisión sobrevivirán a la rescisión. Este compromiso finalizará cuando hayamos completado los servicios descritos en este acuerdo, entregados en nuestra factura final o, a menos que se acuerde lo contrario, después de seis meses continuos de proporcionarle servicios no facturables, lo que ocurra antes, sin necesidad de confirmación adicional por escrito. Cualquier nuevo compromiso requerirá una nueva carta de compromiso. Si lo anterior cuenta con su aprobación, firme donde se indica a continuación y devuelva una copia de esta carta al abajo firmante. Si desea hablar más sobre nuestra propuesta o si tiene alguna pregunta, no dude en ponerse en contacto conmigo en cualquier momento.

Estamos encantados con la perspectiva de trabajar con usted y sus colegas.

Atentamente,



DENTONS GLOBAL ADVISORS
GOVERNMENT RELATIONS LLC

ACORDADO:

ASOCIACIÓN COLOMBIANA DE CIUDADES CAPITALES /ASOCAPITALES

By: _____

Name: Judy Jarmin Gálvez Pérez

Title: Secretaria General (E)

Date: 27-07-2023

DENTONS GLOBAL ADVISORS

July 25, 2023

Proprietary & Confidential

VIA ELECTRONIC MAIL

Ms. Luz María Zapata
President
Asociación Colombiana de Ciudades Capitales
ASOCAPITALES
Bogotá, Colombia

Dear Ms. Zapata:

We are pleased to present this proposal, where Dentons Global Advisors Government Relations LLC (“DGA GR”) is to advise and assist Asociación Colombiana de Ciudades Capitales (ASOCAPITALES) in connection with its strategic international outreach strategy, as set forth in the scope of engagement described in this letter.

We are enthusiastic about the opportunity to serve as advisor to Asocapitales, its leadership team, and members, considering our deep experience helping to protect and grow our clients’ international presence. We will support Asocapitales in advising on and identifying opportunities with international stakeholders.

SCOPE OF ENGAGEMENT

DGA GR will provide advice to Asocapitales’ leadership and members of its delegation on potential outreach to key international audiences, including an outreach visit to New York and Washington, DC in the second half of 2023.

DGA GR will support Asocapitales in the definition of goals and priorities, planning, development, and execution of targeted messages and initiatives. DGA GR will work with Asocapitales in strengthening ties with international audiences, including in the United States, by establishing relationships with leaders from the private, academic, and public sectors.

This immersion will allow us to design a general roadmap for Asocapitales around:

- Mapping of priority audiences
- Development of an agenda
- Preparation of objectives and messages
- Preparation sessions with Asocapitales delegation

The working agenda could include meetings with government, local authorities, the legislative branch, media, think tanks, and other relevant entities including participation conferences and relevant events. We will seek to establish connections with multilateral organizations and media, leveraging the best contacts related to cities in each organization. Following the visit, DGA GR and Asocapitales will convene to discuss key conclusions.

Asocapitales

7/25/2023

THE DGA GR TEAM

The advisory will be led by:

- Ja'Ron Smith, Partner
- Daniel Broom, Associate Partner
- Tatiana Torres, Associate Partner

COMPENSATION

In consideration of DGA GR's advisory services and support as set forth above, we propose an initial fee for Phase 1 of \$34,000 with 50% of fees (\$17,000) on signing this document and the second installment of 50% of fees \$17,000) due 45 days later, net of all withholdings.

If DGA GR has not received payment from Asocapitales more than 60 days after the invoice date, DGA GR may assess 4% interest on the unpaid invoice, accruing from the invoice date until paid.

Asocapitales will reimburse DGA GR for all reasonable and necessary disbursements made by DGA GR on behalf of this project, including travel, lodging and meal expenses if these should be necessary. Expense reimbursements will be subject to a 20% administrative fee and will be due 30 days following invoice by DGA GR.

TERMS

For support on specific projects or services outside the scope of this agreement, DGA GR and Asocapitales will discuss and mutually agree in advance upon appropriate business terms.

We recognize a mutual obligation to maintain the confidentiality of information and to comply with all applicable laws and regulations, including those pertaining to corrupt foreign practices. DGA GR shall provide services hereunder as an independent contractor and shall, unless specifically agreed in writing, have no authority to act for or bind Asocapitales in any way or otherwise be deemed an agent thereof.

As a condition of this engagement, Asocapitales agrees to indemnify DGA GR, its members, officers, employees, affiliates, agents, and consultants, against any and all claims, liability, damages, and expenses (including attorney fees and disbursements) asserted against or incurred in connection with any claims, proceedings (including but not limited to legal or regulatory proceedings), or investigations initiated by third parties against any of them or Asocapitales or any of their respective affiliates, arising out of or in any way related to this engagement, except to the extent due to any breach, gross negligence, or intentional wrongdoing on the part of DGA GR.

Asocapitales agrees that in no event will DGA GR's liability to Asocapitales with respect to any claim (or series of related claims) arising hereunder exceed the aggregate amount of fees actually paid to DGA GR for this engagement during the twelve (12) month period prior to the assertion of the applicable claims.

Asocapitales and DGA GR have discussed the scope of work and acknowledge that nothing herein shall limit DGA GR's ability to work on any other matter or for any other client, including any matter, sector, or geography similar to that provided hereunder, provided that DGA GR reasonably concludes that there is no conflict with the work DGA GR has been contracted to undertake for Asocapitales. DGA GR agrees to

Asocapitales

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bring to the attention of the Company any work that it believes may cause any such conflicts and to work with Asocapitales to resolve any such conflicts.

During the term of this agreement and for a period of one year thereafter, Asocapitales and/or its affiliates will not, without the prior written consent of DGA GR, solicit or attempt to solicit, on behalf of Asocapitales or any other person, directly or indirectly, any officer, member, employee or consultant of DGA GR or any of its affiliates to terminate their relationship with DGA GR, or hire or retain separately from DGA GR or any such affiliate the services of any such persons.

The term of this engagement is effective as of the date of this agreement and will continue for one week unless terminated by either party by written notice.

We expressly reserve the right to cease providing all services hereunder, and you expressly consent to our right to do so, if you fail to pay the amounts invoiced. You remain responsible for paying fees and expenses related to services performed before the end of this engagement, and we will not be liable for any loss arising from any such cessation of services.

All rights and obligations of the parties hereunder that have accrued prior to termination shall survive termination.

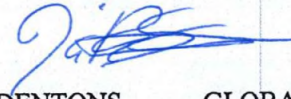
This engagement will end when we have completed the services described in this agreement, deliver to you our final invoice, or, unless otherwise agreed, after six continuous months of furnishing no billable services to you, whichever occurs sooner, without the need for further written confirmation. Any new engagement will require a new letter of engagement.

If the foregoing meets with your approval, please sign where indicated below and return a copy of this letter to the undersigned. Should you wish to discuss our proposal further or if you have any questions, please do not hesitate to contact me at any time. We are delighted by the prospect of working with you and your colleagues.

Asocapitales

7/25/2023

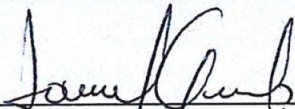
Sincerely,



DENTONS GLOBAL ADVISORS
GOVERNMENT RELATIONS LLC

AGREED:

ASOCIACIÓN COLOMBIANA DE CIUDADES CAPITALES /ASOCAPITALES

By: 
Name: Jody Jaramin Gelvez Peña
Title: Secretaria General (E)
Date: 27-07-2023