

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 The Cormac Group LLC | 2. Registration Number 7406 |
|---|--------------------------------|

3. Primary Address of Registrant
 800 Connecticut Avenue NW, Suite 300, Washington, DC 20006

| | |
|--|---|
| 4. Name of Foreign Principal The Ad Hoc Board of Petroleos de Venezuela, S.A. (or, "PDVSA Ad Hoc Board") through Vision Americas International LLC | 5. Address of Foreign Principal 2216 Adams Street, #307 Hollywood, FL 33020 |
|--|---|

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 Petroleos de Venezuela, S.A., is the U.S.-recognized representative of Venezuela's state-owned oil company Petroleos 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.

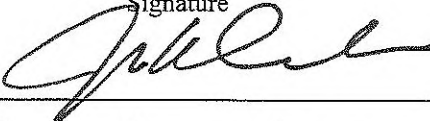

EXECUTION

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 |
|------------|--------------------|---|
| 05/10/2024 | Jonathan Slade | <input data-bbox="886 405 954 443" type="button" value="Sign"/> /s/Jonathan Slade |
| 05/10/2024 | Jose Cardenas | <input data-bbox="886 493 954 531" type="button" value="Sign"/> /s/Jose Cardenas |
| 05/10/2024 | Yanet Brunet Perez | <input data-bbox="886 581 954 619" type="button" value="Sign"/> /s/Yanet Brunet Perez |
| | | <input data-bbox="886 669 954 707" type="button" value="Sign"/> |

EXECUTION

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| Date | Printed Name | Signature |
|----------------|-----------------------|--|
| <u>5/10/24</u> | <u>Jose CARDENAS</u> | <input type="checkbox"/> Sign  |
| <u>5/10/24</u> | <u>Jonathan Skide</u> | <input type="checkbox"/> Sign  |
| | | <input type="checkbox"/> Sign |
| | | <input type="checkbox"/> Sign |

EXECUTION

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Date

Printed Name

Signature

5/8/24

Yanet Brunet Perez



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 National Assembly, Venezuela's Interim President, Juan Gerardo Guaido Marquez, appointed the PDVSA Ad Hoc Board, and the National Assembly ratified his appointments.

Item 10(b) Owned: Please see explanation as to Item 10(b)(1) (supervision).

Item 10(b) Directed: Please see explanation as to Item 10(b)(1) (supervision).

Item 10(b) Controlled: Please see explanation as to Item 10(b)(1) (supervision).

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 subsidized in part by a foreign government, foreign political party, or other foreign principal.

U.S. Department of Justice

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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 in print and online at: <https://www.fara.gov>.

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1. Name of Registrant

The Cormac Group LLC

2. Registration Number

7406

3. Name of Foreign Principal

The Ad Hoc Board of Petroleos de Venezuela, S.A. (or, "PDVSA Ad Hoc Board") 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, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 05/01/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see attached contract. The Registrant has been engaged to assist the client in interacting with certain U.S. government officials in connection with PDVSA Ad Hoc Board's interests and U.S. litigation pending against Petroleos de Venezuela, S.A. (PDVSA) and various subsidiaries.

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

Please see attached contract. The Registrant has been engaged to assist the client in interacting with certain U.S. government officials in connection with PDVSA Ad Hoc Board's interests and U.S. litigation pending against Petroleos de Venezuela, S.A. (PDVSA) and various subsidiaries.

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.

Provide counsel to client regarding the legislative process, overall understanding of overall federal government process. Provide direct advocacy/outreach with legislative branch/Congress.

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.

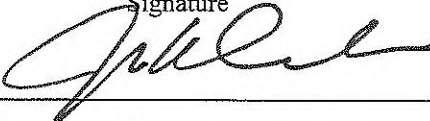

EXECUTION

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| Date | Printed Name | Signature |
|------------|--------------------|---|
| 05/10/2024 | Jonathan Slade | <input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Jonathan Slade |
| 05/10/2024 | Jose Cardenas | <input data-bbox="889 548 959 575" type="text" value="Sign"/> /s/Jose Cardenas |
| 05/10/2024 | Yanet Brunet Perez | <input data-bbox="889 638 959 665" type="text" value="Sign"/> /s/Yanet Brunet Perez |
| | | <input data-bbox="889 716 959 743" type="text" value="Sign"/> |

EXECUTION

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| Date | Printed Name | Signature |
|----------------|-----------------------|---|
| <u>5/10/24</u> | <u>Jose CARDENAS</u> | <input type="checkbox"/> Sign <u></u> |
| <u>5/10/24</u> | <u>Jonathan Skide</u> | <input type="checkbox"/> Sign <u></u> |
| | | <input type="checkbox"/> Sign _____ |
| | | <input type="checkbox"/> 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

5/8/24

Yanet Brunet Perez



The Cormac Group, LLC
800 Connecticut Avenue, N.W., Suite 300
Washington, D.C. 20006

May 1st, 2024

Vision Americas International LLC
509 Stephen Cir SW,
Vienna, VA, 22180, USA
Attention : Marcela Prieto-Botero, CEO

Dear Marcela:

This letter agreement (the "Agreement") is intended to confirm our understanding relating to the engagement of The Cormac Group, LLC, a District of Columbia limited liability company ("TCG"), by Vision Americas International LLC, a Virginia limited liability company ("VAI"), in connection with services described below.

1. Services. VAI has been engaged by the Ad Hoc Administrative Board of the Petróleos de Venezuela, S.A. (the "Client") for various services and desires to engage TCG, in turn, for government relations and lobbying services (the "Services") related to Client matters. The services listed in Annex 1 form an integral part of this contract.

2. Term. The term of this Agreement (the "Term") shall commence on the date this Agreement is executed on behalf of VAI as set forth below and shall expire on September 1st, 2024 (the "Initial Term"); provided, however, that no Services will be rendered, and no payment of the Consulting Fee (as defined below) shall become due until TCG has registered under the Foreign Agents Registration Act. Following the expiration of the Initial Term or any Renewal Period (as hereinafter defined), the Term of this Agreement shall automatically be extended for one or more additional quarterly (three-month) periods (each a "Renewal Period") unless either party notifies the other party in writing at least thirty (30) days prior to the expiration of the Initial Term or any such Renewal Period, as the case may be, that it does not desire to extend the then Term. Notwithstanding the foregoing, in the event either party is in breach or default of any material term of the Agreement, and said breach or default is not cured by such party within thirty (30) days after written notice from the other party specifying the grounds of such breach or default, then in addition to all other rights and remedies at law or in equity, the other party shall have the right to terminate this Agreement immediately upon written notice to the breaching/defaulting party. Termination of this Agreement shall not affect TCG's rights to payment for Services rendered hereunder and reimbursement of expenses as otherwise provided in Sections 3 hereof, or either party's rights or remedies occasioned by any breach or default of the provisions hereof, which rights shall survive any such termination.

3. Fees.

(a) Consulting Fee. VAI agrees to pay TCG a consulting fee payable at the rate of \$17,500 per month (the "Consulting Fee") for TCG's Services during the Initial Term and any

Renewal Period. The Consulting Fee shall be payable monthly in advance. An initial monthly fee (prorated if less than a full calendar month) shall be due upon the commencement of Services. The monthly Fixed Consulting Fee shall thereafter be due in advance on the first day of each succeeding calendar month during the Term. TCG will provide wire instructions for payment on each invoice rendered.

(b) Out of Pocket Expenses. VAI shall also reimburse TCG for all reasonable out of pocket expenses incurred in connection with its services for VAI (e.g., travel, lodging, meals, and communication charges). VAI will not be responsible for such expenses in excess of \$1,000 per month which are incurred by TCG without VAI's prior written approval. Such reimbursement shall be due within thirty (30) days of the applicable invoice date.

4. Limitation of Liability.

(a) TCG agrees to perform its Services in a good faith, professional manner. TCG DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Without limiting the foregoing, VAI acknowledges that (i) TCG shall not be responsible for verifying information supplied to it by VAI and its other professional advisors and consultants relating to the Services, (ii) VAI and Client shall be solely responsible for the accuracy of all such information supplied to TCG for disclosure to any governmental agency, legislature or other third party in connection with the Services, and (iii) TCG shall not be responsible for any authorized use of such information. For the avoidance of doubt, TCG does not guarantee any particular result of its Services.

(b) NEITHER TCG NOR VAI (OR ANY OF THEIR RESPECTIVE AFFILIATED COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, SHAREHOLDERS OR AGENTS), SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING IN ANY MANNER FROM THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT, OR OTHER CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE OVERALL MAXIMUM LIABILITY OF TCG UNDER AND/OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL AT ALL TIMES BE LIMITED TO THE AMOUNT OF FEES PAID TO TCG (OR PAYABLE TO TCG THROUGH THE DATE OF THE CLAIM) FOR THE APPLICABLE SERVICES TO WHICH THE UNDERLYING CLAIM, LIABILITY OR EXPENSE DIRECTLY RELATES. Further, in no event shall TCG be responsible or liable for any acts or omissions of third parties with which VAI (and/or any of its affiliates) or Client separately contracts or retains or directs TCG to utilize in connection with the provision of any Services for VAI or Client.

5. Confidentiality. Each party (a "Receiving Party") undertakes at all times to keep confidential, and not to disclose to any third party, any proprietary, confidential, trade, business,

and technical information (collectively "Confidential Information") disclosed or otherwise made available to the Receiving Party by or on behalf of the other party (the "Disclosing Party"), in connection with this Agreement, including but not limited to information relating to Disclosing Party's intellectual property, contracts, assets, transactions, products, accounts, markets, customers, suppliers and finances, except to such of Receiving Party's employees, contractors and third party advisors ("Representatives") who have a need to know such information for purposes related to this Agreement or other bona fide services provided to Receiving Party and who have agreed to maintain the confidentiality of such information as required by this Agreement or otherwise are under a professional or fiduciary duty to Receiving Party to do so. Notwithstanding the foregoing, such obligations of confidentiality shall not apply to any information, documents, or materials which (i) are or become publicly available other than as a result of a disclosure by Receiving Party (or its Representatives) in breach of this Agreement, (ii) were already available to Receiving Party on a non-confidential basis prior to disclosure by Disclosing Party, (iii) become available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or its Representatives, if the source of such information was not actually known by Receiving Party to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Disclosing Party, or (iv) are or were independently developed by Receiving Party without the use of Confidential Information received from Disclosing Party. In the event that Receiving Party or any of its Representatives is compelled (by deposition, interrogatory, request for documents, subpoena, civil or criminal investigative demand or similar process or by law, governmental proceeding or stock exchange rule) to disclose any Confidential Information, Receiving Party shall provide Disclosing Party with prompt prior written notice thereof (where such notice is not prohibited), and shall reasonably cooperate with Disclosing Party (at Disclosing Party's sole cost and expense) so that Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not timely obtained, or Disclosing Party waives compliance with the provisions of this Section 5, Receiving Party or its Representative, as the case may be, may disclose that portion of the Confidential Information that is legally required to be disclosed and shall, if requested by Disclosing Party, continue to cooperate with Disclosing Party, at Disclosing Party's sole cost and expense, so as to assure that, if applicable, confidential treatment may be accorded the information so disclosed. Upon the request of Disclosing Party, Receiving Party will return to Disclosing Party any documents provided by the Disclosing Party which comprise or include Confidential Information, and shall destroy any other documents containing Confidential Information of the Disclosing Party; provided, however, that Receiving Party may retain backup copies of any such documents to the extent such documents are subject to its ordinary electronic backup procedures or which are required to be retained for legal compliance purposes, in each case, subject to continued obligations of confidentiality. Without limiting the foregoing, if TCG is required by third party subpoena or other legal demand in connection with any lawsuit or investigation to which VAI or Client is a party or otherwise involving VAI's or Client's business or affairs, to furnish testimony or documentation which may include but not be limited to Confidential Information, VAI agrees to cover any direct out of pocket costs and expenses (including reasonable attorney's fees and costs and e-discovery vendor costs) incurred by TCG in complying with such subpoena or other legal demand.

6. Independent Contractor Status; Other Parties. TCG shall provide its services to VAI as an independent contractor, and none of TCG's employees or independent contractors shall

be considered an employee of VAI. Where necessary and upon consultation with VAI, TCG shall be permitted to retain other lobbyists and parties having specialized or local expertise in connection with TCG's services hereunder.

7. Notices. Except as provided herein, any and all notices required or permitted under this Agreement shall be in writing and shall be considered to have been duly given when (i) delivered by hand or (ii) received by the addressee, if sent by USPS Express Mail, Federal Express, UPS or other reputable express delivery service (delivery confirmable), or first class certified or registered mail, return receipt requested, postage prepaid, in each case addressed to the parties at their respective addresses set forth above. Each party shall have the right to change the address for notice to itself by notice similarly given to the other party in accordance with this Section 7.

8. Authorization. Each party represents and warrants to the other party that this Agreement is a valid and binding obligation of such party, enforceable against such party in accordance with its terms, and the execution and delivery of this Agreement by such party does not and will no conflict with or constitute a violation of or breach or default of any contract, commitment, agreement, arrangement or restriction of any kind to which party is a party or by which party is bound. Each person signing this Agreement on behalf of an entity represents and warrants that he has the authority to enter into this Agreement and bind his principal.

9. Survival; Interpretation. Sections 3 through 10, and any provisions relating to payment of invoices, shall survive the expiration or termination of this Agreement. This Section 9 and Section 4 and 10 hereof shall apply to the fullest extent of the law, whether in contract, statute, tort or otherwise, notwithstanding the failure of the essential purpose of any remedy.

10. Miscellaneous. Nothing contained herein shall be deemed or construed to create any joint venture, agency or partnership relationship of any kind between the parties. This Agreement contains the entire Agreement between the parties regarding the subject matter hereof, and supersedes and preempts any prior understandings, agreements or representations between the parties, written or oral, which may have related to the subject matter hereof in any way. The wording of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party, including the drafter. All amendments or modifications to this Agreement must be in writing and signed by both parties. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Agreement shall be governed by and construed in accordance with the internal laws of Washington, D.C., without giving effect to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. The terms, conditions and covenants of this Agreement shall be binding upon and shall inure for the benefit of the parties hereto and their respective members, officers, affiliates, agents, successors and assigns. This Agreement may be executed and delivered in original, via facsimile or email with PDF attachment, or other commercially acceptable electronic form, in any number of counterparts, each of which shall be deemed to be an original, and all of which together

shall constitute one and the same instrument.

* * * *

IN WITNESS WHEREOF, TCG and VAI have executed this Agreement as of the date set forth above.

THE CORMAC GROUP, LLC

By: 
Name: Jonathan Slade
Title: Managing Partner

VISION AMERICAS INTERNATIONAL LLC

By: 
Name: Marcela Prieto Botero
Title: CEO



Scope of Work

Defending Venezuela's National Patrimony and its Democracy

- Inform U.S. policymakers on developments in U.S.-Venezuela relations.
- Schedule regular meetings with Washington-based stakeholders in the U.S. Executive Branch and Congress, the media, and public policy community to explain the client's unique case.