

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

Vision Americas International LLC

2. Registration Number

7413

3. Name of Foreign Principal

Ad Hoc Board of Petr6leos de Venezuela S.A through White & Case LLP

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? 12/13/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant has been subcontracted by Vinson & Elkins LLP to provide communications and public relations services in assistance of the Foreign Principal's interests in interacting with U.S. government officials, media, and interest groups in connection with the Foreign Principal's interests and US litigation pending against it and various subsidiaries.

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

Registrant has been subcontracted by Vinson & Elkins LLP to provide communications and public relations services in assistance of the Foreign Principal's interests in interacting with U.S. government officials, media, and interest groups in connection with the Foreign Principal's interests and US litigation pending against it 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.

Registrant has been subcontracted by Vinson & Elkins LLP to provide communications and public relations services in assistance of the Foreign Principal's interests in interacting with U.S. government officials, media, and interest groups in connection with the Foreign Principal's interests and US litigation pending against it and various subsidiaries.

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

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

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

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

12. During the period beginning 60 days prior to the obligation to 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

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

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to 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

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

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
------	-----------	---------	-----------------------

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
12/18/2024	Marcela Prieto-Botero	Sign /s/Marcela Prieto-Botero
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	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
12/18/2024	Marcela Prieto Botero	
_____	_____	_____
_____	_____	_____
_____	_____	_____

Vinson&Elkins

Camilo Cardozo ccardoza@velaw.com
Tel +1.212.237.0051 Fax +1.917.849.5393

December 13, 2024

Via E-mail

Vision Americas International LLC
509 Stephen Circle SW
Vienna, VA 22180
Email: mpb@visionamericas.com

Junta Administradora ad hoc
Petróleos de Venezuela, S.A.
Hollywood, FL
Email: hormed20-21pdv@hushmail.com

Re : Engagement in Support of Legal Services

Vinson & Elkins LLP (“Vinson & Elkins”, “Firm”, or “Counsel”) is currently acting as counsel for the Ad Hoc Board of Petróleos de Venezuela S.A. (the “Ad Hoc Board” or the “Client”). Vinson & Elkins has been retained to provide legal counsel and services to the Ad Hoc Board in connection with investigations and litigation matters, as well as Counsel’s representation of the Ad Hoc Board’s interests before the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) and other U.S. government agencies. To carry out this task, it is necessary that the Firm retain professionals, including accountants, public relations firm, lobbyists, and other lawyers, who provide capabilities which the Firm does not possess and which are necessary to Counsel’s provision of legal advice and services to Client. Vinson & Elkins has been authorized to retain Vision Americas International LLC (“you” or “VAI”) to provide the services described below in support of our provision of legal advice to the Ad Hoc Board. This letter is to confirm in writing the terms under which you are retained, and is intended to embody the principles enunciated in **United States v. Kovel**, 296 F.2d 918 (2d Cir. 1961).

In this regard VAI, Vinson & Elkins, and Client agree as follows:

1. The Firm is employing you as of the date of this engagement letter solely to assist with respect to the Services as defined below. As may be agreed from time to time, we may also utilize other members of your firm, to assist in this matter, and the terms and conditions of this agreement shall apply to them as well.
2. You are providing this assistance at the direction of Counsel, and in furtherance of this assistance may speak, correspond or meet with employees of Client and others as may be necessary. It is expressly understood that notwithstanding that arrangement, the Firm is neither entering into a joint venture in this representation with you, nor is the Firm responsible for any acts or failure to act in the performance of your duties. If the Firm has knowledge of any acts or failures to act by you which will be prejudicial to Client’s interest, the Firm will report the same to Client.

Vinson & Elkins LLP Attorneys at Law
Austin Dallas Denver Dubai Dublin Houston London
Los Angeles New York Richmond San Francisco Tokyo Washington

The Grace Building, 1114 Avenue of the Americas, 32nd Floor
New York, NY 10036
Tel +1.212.237.0000 Fax +1.212.237.0100 velaw.com



3. In the engagement VAI agrees and acknowledges that:
 - (a) Any and all books of account, records, papers, and other documents belonging to Client and all memoranda, workpapers, or other documents prepared by Counsel which pertain to the affairs of Client that may be delivered to you in the course of the engagement shall be and will remain the property of Client or Counsel, as the case may be.
 - (b) You will open a separate file marked, "Confidential Property of Vinson & Elkins LLP/ the Ad Hoc Board of PDVSA." You will place all documents, records, work papers, summaries, no matter what the source, in that file. During the pendency of this engagement, you agree, that any work papers, notes, analyses, summaries, schedules, memoranda and the like you prepare belong to and are the property of Vinson & Elkins and/or Client and that you retain no proprietary interest in this work product whether or not such documents are complete or incomplete.
 - (c) You will not permit anyone other than Counsel or Client to examine, inspect, copy or take possession of any of the records and documents referred to in paragraphs 3(a) and (b) hereof without the prior written permission of Counsel.
 - (d) You will not disclose to anyone other than Counsel or Client the nature or content of any oral or written communication nor any information derived from any document or record reviewed by you in the course of this engagement without the prior written permission of Counsel.
4. To the extent permitted by law, it is intended and agreed that any communications made to you by Counsel or Client in connection with this engagement (including all documents described in paragraph 3(a) hereof) shall be privileged and that any such communications shall be made to facilitate communications between Counsel and Client and to aid Counsel in rendering legal advice to Client. VAI, therefore, shall not divulge to anyone any communication (or part or substance thereof) received from Counsel or Client in connection with VAI's work pursuant to this engagement letter, except:
 - (a) At the express and specific direction of Counsel; or
 - (b) In compliance with a final order of a court of appropriate jurisdiction after VAI has raised all legal objections available in good faith in opposition to such an order and has exhausted its appellate rights with respect to said order or as required by professional standards.
5. It is understood that only Counsel and Client have the right to assert or waive privilege or work product protections, not you. Therefore, in the event you receive a request from a third party (including subpoena, summons, or discovery demand in litigation) calling for the production of privileged information, you will promptly notify Counsel.
6. If, in accordance with written instructions from Vinson & Elkins and/or the Ad Hoc Board, you fail or refuse to comply with any request, order, subpoena or summons, and if litigation should result, then Client shall bear the reasonable costs and expenses of defending you.
7. Vinson & Elkins and/or the Ad Hoc Board shall not require you to refrain from disclosing information if such action would cause you to be in violation of applicable laws, regulations, or professional standards.



8. You will return all work papers, records, and documents covered by this arrangement to Vinson & Elkins and/or the Ad Hoc Board at the request of either party. You may retain copies of all such work papers, records and documents covered by this arrangement to the extent required by your document retention policy, applicable law or professional requirements.
9. If you return such materials at the request of Vinson & Elkins and/or the Ad Hoc Board, Vinson & Elkins and/or Client agree to retain them for a six-year period, to neither add to nor delete from them, and to permit you to access them from time to time at your request.
10. VAI will carry the design and execution of communication and public affairs strategies aimed at supporting Counsel's representation of the Ad Hoc Board before OFAC and other U.S. government agencies by maintaining and improving communication and public relations mechanisms, both internal and external, especially those that contribute to the fulfillment of its objectives, and those that strategically require special attention in the United States, in accordance with the legal, investigative, and litigation strategies developed by Vinson & Elkins LLP.

The Ad Hoc Board agrees that all VAI activities will be previously validated by the contact person or persons entrusted by the Ad Hoc Board.

VAI is engaged to provide the following services (the "Services"):

The Services will consist of communications data analysis, communications and relationship strategy development and execution, and advocating in Client's interests to key decisionmakers in accordance with Counsel's legal strategy.

The Services will also include support before, during, and after the meetings with American public figures. Coaching activity will be carried out for the interlocutors designated by the Ad Hoc Board. VAI will monitor these meetings and, if necessary, hold meetings directly with the stakeholders to continue these conversations.

VAI will at all times comply fully with all registration, filing, disclosure, and recordkeeping requirements imposed by the U.S. Foreign Agents Registration Act of 1938, as amended ("FARA").

Any activity not foreseen in this scope will be quoted and invoiced in a separate budget. VAI will deliver us and the Ad Hoc Board a monthly report.

11. **Price:** The total amount of "THE CONTRACT" is FIVE HUNDRED AND EIGHTY FOUR THOUSAND DOLLARS (**USD 584,000.00**) and covers work performed under an engagement with prior counsel, pursuant to VAI's previous FARA filings, as well as work to be performed under this engagement.

VAI agrees to finance the project throughout its duration based on the following payment method:

- (a) **Initial payment:** seventy-five percent (75%) of the total amount, that is, FOUR HUNDRED AND THIRTY EIGHT THOUSAND DOLLARS (**USD 438,000.00**) within thirty (30) business days following subscription of this letter to a bank account designated by VAI.



- (b) **Pending payments:** twenty-five percent (25%) of the remaining amount, i.e. ONE HUNDRED FORTY SIX THOUSAND (USD 146,000.00) within thirty (30) business days after VAI's invoice is issued to a bank account designated by VAI.

VAI will bill for its reasonable out-of-pocket expenses and its internal per ticket charges for booking travel. VAI shall not incur any expenses for which it will seek reimbursement unless such are approved in advance by us.

Invoices will be submitted by you on a monthly basis. All monetary obligations for VAI's Services, costs and disbursements shall be solely the responsibility of the Client and not that of Vinson & Elkins. Counsel shall promptly pay VAI for Services rendered within 30 days of receipt of funds from the Ad Hoc Board.

12. Either Vinson & Elkins, Client or VAI may terminate the Services by giving 30 days' written notice to that effect. Whatever the reason either Counsel or Client terminate the services agreed for six (6) months, the Ad Hoc Board will pay VAI the pending payments remaining for work actually performed up to that point.
13. Any controversy or claim arising out of the Services covered by this letter provided by VAI for Vinson & Elkins or at its or their request (including any such matter involving any parent, subsidiary, affiliate, successor in interest, or agent of Vinson & Elkins or of VAI, or involving any person or entity for whose benefit the Services were provided), shall be submitted first to voluntary mediation, and if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures set forth in **Exhibit A** to this letter. Judgment on any arbitration award may be entered in any court having jurisdiction.
14. VAI will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. VAI shall have no liability to Vinson & Elkins or Client arising from or relating to any third party hardware, software, information or materials selected or supplied by Vinson & Elkins or Client.
15. VAI shall be solely responsible for the performance of the Services and all of the other liabilities and obligations of VAI under this Agreement, whether or not performed in whole or part, by VAI, any affiliate of VAI, any other member of the global network or any of their respective affiliates (all such members, including its affiliates, collectively, the "Entities," and any of them, an "Entity"), or any subcontractor or personnel of any Entity.
16. No party to this engagement letter may assign or transfer this engagement letter, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other parties, and any assignment without such consent shall be void and invalid. If any provision of this engagement letter is found to be unenforceable, the remainder of this engagement letter shall be enforced to the extent permitted by law. If VAI performs the Services prior to all three parties executing this engagement letter, this engagement letter shall be effective as of the date we began the Services.

* * * * *

This Agreement will remain in effect during the full term of the engagement and the termination of this engagement will not affect the attorney-client privilege, work product protection, or confidentiality that exists pursuant to this engagement.



Provided that the foregoing terms are acceptable to you, please indicate your agreement by signing and returning a copy of this letter to the undersigned at Vinson & Elkins LLP.

VINSON & ELKINS L.L.P.

By: _____

Camilo Cardozo

Date: December 13, 2024

VISION AMERICAS INTERNATIONAL LLC

By: _____

Marcela Prieto-Botero

Date: December 13, 2024

JUNTA ADMINISTRADORA AD HOC OF PETRÓLEOS DE VENEZUELA S.A.

By: _____

Ing. Horacio Medina

Date: December 13, 2024



Exhibit A

Arbitration

Any dispute arising out of or relating to this matter will be resolved by confidential arbitration, whether the dispute involves claims of professional malpractice or other claims related to the quality of our services, claims relating to your or our performance under these terms, disputes over fees or other charges (except as covered below or prohibited by law), or anything else. The location of the arbitration will be the city of the Vinson & Elkins office in which the greatest portion of Counsel's work was conducted, and the substantive laws of that state will govern the arbitration, exclusive of conflict or choice of law rules. The Federal Arbitration Act (9 U.S.C., Secs. 1-16) will govern the interpretation of, enforcement of, and proceedings pursuant to, this arbitration clause. The arbitration will be administered by JAMS pursuant to its [Comprehensive Arbitration Rules and Procedures](#). The arbitrator(s) will be former U.S. federal judges or magistrates. Judgment on the award may be entered in any court having jurisdiction. This clause does not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator(s), and not any court, will have the exclusive authority to resolve any dispute or claim relating to the interpretation, applicability, or enforceability of this agreement and arbitration clause.

All arbitration proceedings will be confidential, as will be any award, evidence offered in the arbitration, and materials created for the purpose of the arbitration except where such materials are already in the public domain or where necessary to enforce an award or otherwise as provided by a court of competent jurisdiction.

If the amount in controversy, in total, is less than \$4,000,000, the dispute will be decided by a sole arbitrator. In those cases, the arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. If the amount involved is \$4,000,000 or more, a three person panel of arbitrators will preside. In those cases, the arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. In all cases, the arbitrators will be selected in accordance with the applicable JAMS procedure.

If the total amount of any final award, including interest and fees, exceeds \$4,000,000, the parties will have the right to appeal the award to a panel of three arbitrators comprised of former appellate court judges pursuant to the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement). The appellate panel will be selected in accordance with the applicable JAMS procedure.

There are advantages and disadvantages to arbitration, compared with proceeding in court. Arbitration is generally regarded as faster and less expensive overall, although arbitration may include up-front expenses that would not be included in a court proceeding. Arbitration is confidential, while court proceedings are typically public. In court, you would generally have the right to a jury; in arbitration, there is no jury and the matter will be resolved by the arbitrator(s). In court, parties can usually appeal from the trial court as of right. In this arbitration agreement, appeals within the arbitration process (not in court) are available only for certain matters and, following an arbitration, the courts may enforce the arbitration award without reviewing it for errors of fact or law. Arbitration may limit the amount of discovery available to either



party, particularly with respect to discovery from third parties. Of course you may consult with other counsel about agreeing to this arbitration provision.

The parties may pursue their own individual claims, and will not pursue them on a class, collective, or consolidated basis. Each party will bear its own attorneys' fees, costs, and expenses (including filing fees). The parties will also bear the cost of arbitration (including arbitrator fees) pursuant to an agreed-upon allocation. Absent an agreement about allocation, the defendants (individually and/or collectively) shall bear no more than half the cost of arbitration.

A party seeking affirmative relief must initiate arbitration within the period provided by the applicable statutes of limitation or statute of repose. A filing in court does not toll the statute of limitations. The arbitrator(s) are authorized to dismiss or enter summary judgment in the arbitration at any stage based on a determination that the claim is time barred or for any other legally or factually supported reason.

This agreement to arbitrate is binding on you as well as any of your present and future parents, subsidiaries, affiliates, successors and assigns.