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OMB No. 1124-0006; Expires October 31, 2026

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
Squire Patton Boggs, LLP

2. Registration Number
2165

3. Primary Address of Registrant
2550 M Street, NW, Washington, DC 20037-1350

4. Name of Foreign Principal
The Embassy of Colombia in the United States

5. Address of Foreign Principal
1724 Massachusetts Avenue, NW
Washington DC, DC 20036

6. Country/Region Represented
COLOMBIA

7. Indicate whether the foreign principal is one of the following:

- ☒ Government of a foreign country [1]
- ☐ 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
The Colombian Government (specifically, the Embassy of Colombia in the United States)

b) Name and title of official(s) with whom registrant engages
Ambassador Daniel Garcia-Pena Jaramillo

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.

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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.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

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

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.

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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
10/07/2024	Edward J. Newberry	Sign	/s/Edward J. Newberry
		Sign	
		Sign	
		Sign	

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EXECUTION

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Signature	**Printed Name**	**Date**
	Edward J. Newberry	10/01/2024

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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	2. Registration Number
Squire Patton Boggs, LLP	2165

3. Name of Foreign Principal

The Embassy of Colombia in the United States

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? 10/01/2024

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Appendix for Response

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

Some of Registrant's activities may involve lobbying, preparation and dissemination of informational materials, and otherwise engaging with US policymakers.

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

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

11. Prior to the date of registration[2] 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

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12. During the period beginning 60 days prior to the obligation to register[3] 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 register[4] 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.

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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
10/07/2024	Edward J. Newberry	Sign	/s/Edward J. Newberry
		Sign	
		Sign	
		Sign	

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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.

Signature	**Printed Name**	**Date**
	Edward J. Newberry	10/01/2024

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Appendix
Response to Item 8

Item 8: Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant proposes to advise the Foreign Principal on government affairs matters, including, but not limited to, strategic lobbying counsel and support including management and implementation of public and private relations strategies to advance the Foreign Principal's interests in the US and abroad, as set out in in greater detail in Exhibit A of the attached Consulting Agreement.

Some of Registrant's activities may involve lobbying, preparation and dissemination of informational materials, and otherwise engaging with US policymakers.

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Appendix
Response to Item 10

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

Registrant proposes to advise the Foreign Principal on government affairs matters, including, but not limited to, strategic lobbying counsel and support including management and implementation of public and private relations strategies to advance the Foreign Principal's interests in the US and abroad, as set out in in greater detail in Exhibit A of the attached Consulting Agreement.

Some of Registrant's activities may involve lobbying, preparation and dissemination of informational materials, and otherwise engaging with US policymakers.

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SQUIRE PATTON BOGGS

Squire Patton Boggs (US) LLP
2550 M Street, NW
Washington, District of Columbia 20037

O +1 202 457 6000
F +1 202 457 6315
squirepattonboggs.com

Rodney P. Emery
T +1 202 457 6179
rodney.emery@squirepb.com

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made as of the 1st of October, 2024, between the Embassy of Colombia in the United States (the "Colombian Government") with offices at 1724 Massachusetts Ave. NW, Washington D.C. 20036, and Squire Patton Boggs (US) LLP ("Consultant") with offices located at 2550 M Street NW, Washington, DC 20037.

RECITALS

A. Consultant has experience in government affairs and advisory services;

B. The Colombian Government, through the Embassy of Colombia in the United States, wishes to engage the Consultant's advisory services upon the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Advisory Duties**. Consultant will act as an advisor to the Colombian Government on government affairs matters. Consultant will assist the Colombian Government on the activities set forth in Exhibit A on a reasonable best effort basis.

2. **Term**. Consultant's duties under this Agreement shall commence on October 1, 2024, and continue until September 30, 2025. The parties may renew this Agreement for an additional time period as may be further agreed.

3. **Independent Contractor Status**. It is understood that Consultant is an independent contractor and is not an employee or partner of the Colombian Government and shall not hold itself out to the public as an employee or partner of the Colombian Government. The Colombian Government will not provide, nor will it be responsible to pay for, any benefits for Consultant.

4. **Employees of Independent Contractor**. Consultant may, in its sole discretion, hire as many employees, contractors or other persons as it requires in order to fulfill its obligations under Section 1 of this Agreement. The Colombian Government will be advised of the employment or hiring by Consultant of such persons. Such persons shall not be deemed employees of the Colombian Government unless specified otherwise. If such persons are employees of Consultant, then Consultant shall be solely responsible for all necessary insurance and payroll deductions for such persons, including, but not limited to, federal, state, and local income taxes, Social Security taxes, unemployment compensation taxes, and workers' compensation coverage, and any other fees, charges or licenses required by law. If such persons are contractors of Consultant, then the independent contracting relationship shall be established between such contractor and Consultant exclusively, and Consultant shall be responsible for directing the duties of such contractor.

Over 40 Offices across 4 Continents

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

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5. **Business of Independent Contractor**. Consultant may engage in any other business that it desires and is not required to devote all of its energies exclusively for the benefit of the Colombian Government.

6. **No Solicitation**. During the term of this Agreement and for a period of one year after its termination, the Colombian Government will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any Consultant employee which the Colombian Government becomes aware of because of such employee's provision of services under this Agreement, unless the Colombian Government has received the prior written approval of Consultant. This shall not apply to responses by any Consultant employee to any advertising or other marketing by the Colombian Government which is not directly targeted to Consultant employees.

7. **Discrimination**. No person on the ground of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of Consultant. Consultant shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants, notices of non-discrimination.

8. **Compensation**.

   - **Monthly Fees.** In complete consideration for the services to be rendered under this Agreement, the Colombian Government shall pay Consultant a $60,000 per month non-refundable fee. Any payment in addition to the flat monthly fee must be previously authorized by the Colombian Government in writing. Consultant will track hours against the monthly fees and service rendered. If changes in the level or term of service occur or are expected, the parties shall review in good faith, and may, upon the mutual agreement of the parties, adjust future fees to align the monthly fees with the value of the estimated level of service.

9. **Invoices; Payments Thereof**. Consultant will submit invoices on a monthly basis to the Colombian Government for costs and expenses incurred under the terms of this Agreement. All invoices are to be submitted electronically to the following E-mail address: pressoffice@colombiaemb.org. Upon receipt of the monthly invoice, payment will be made to Consultant during the first 5 days of the following month. If payment is overdue, Consultant has the right to cease provision of the Services without liability. In the event of a disputed charge, the Colombian Government shall promptly notify Consultant in writing of the disputed amount and reason for the dispute, and the Colombian Government agrees to pay all undisputed amounts owed while the dispute is under negotiation.

10. **Disclosure and Confidentiality**. Consultant shall treat information relating to the activities of the Colombian Government in these matters ("Confidential Information") as private and confidential. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is public knowledge or becomes generally available to the public other than as a result of unauthorized disclosure by Consultant, (ii) is required to be disclosed by law or legal process, (iii) was already known to Consultant at the time of receipt from the Colombian Government, (iv) is received from a third party not known by Consultant to be under an obligation of confidentiality or (v) is independently developed by Consultant without use of the information received from the Colombian Government. During and after the period of this Agreement, Consultant agrees not to disclose Confidential Information or documents containing Confidential Information provided to Consultant in connection with this Agreement to any person or entity except to affiliates, employees, agents, subcontractors and representatives who have a need-to-know and are required to maintain the confidence thereof or make any other use of that information other than to provide the services hereunder unless asked to do so by the Colombian Government. In the event that Consultant receives a request or is required to disclose all or any part of the Confidential Information in response to interrogatories, requests for documents and/or testimony, subpoena, civil investigative demand, or similar process (together, an "Information Request"), the Colombian Government agrees that Consultant may disclose such

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Confidential Information without liability provided that Consultant shall, to the extent permitted by law, (a) provide notice, (b) cooperate with the Colombian Government to resist or narrow such disclosure, and (c) if appropriate, seek confidential treatment of such disclosure. The obligations under this paragraph shall survive the termination of this Agreement.

11. **Information Request**. In the event that Consultant receives an Information Request from a third party private litigant or governmental or regulatory body relating to the services performed hereunder, the Colombian Government shall compensate Consultant at Consultant's then-current hourly billing rates for time expended (or at a fixed rate to be mutually agreed between the parties upon Consultant's receipt of the Information Request) and reasonable out-of-pocket costs (including reasonable attorneys' fees) incurred by Consultant in responding to any Information Request. The obligations under this paragraph shall survive the termination of this Agreement.

12. **Legal Filings**. It is understood that Consultant may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the Embassy of Colombia in the United States and thereafter will be required to file the reports required by FARA, detailing its lobbying activities on the Colombian Government's behalf. It is further understood that Consultant will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of the Colombian Government, with the United States Congress and Federal Executive Branch departments and agencies.

13. **Governing Law**. This Agreement shall be subject to and governed by the laws of the District of Columbia, without regard to the conflict of law provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in district or federal courts located in the District of Columbia.

14. **Termination of Agreement**. This Agreement may be terminated by either party without cause or for any reason with 30 days prior written notice, and such termination shall not be deemed a breach by the other party. In the case of a material breach by the other party, this Agreement may be terminated immediately. Following any termination (whether or not for cause), the Colombian Government shall remain liable and shall pay Consultant for all fees and expenses incurred in accordance with this Agreement up to the date of termination as well as all amounts that Consultant is obligated to pay to third parties pursuant to non-cancelable agreements Consultant has entered into in performance of this Agreement.

15. **Survival**. Sections 6, 10, 11, 12, 13, 15, 17, 19, 20, 21, 23, and 24 shall survive the termination of this Agreement.

16. **Waiver**. The waiver by either party of any covenant, obligation or breach of this Agreement shall not operate as, or be construed as, a waiver of any other such covenant, obligation or breach hereof.

17. **Modification**. No change, modification or waiver of any term of this Agreement shall be valid unless it is agreed to in writing.

18. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Colombian Government and Consultant regarding the matters related hereto.

19. **Severability**. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

20. **Indemnification**. (a) Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries and affiliates, and the officers, employees and agents of such affiliates, from and against any and all losses, claims, damages, liabilities, costs or expenses (including

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reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement; and (b) the Colombian Government agrees that it will indemnify and hold harmless Consultant from any Claims brought by third parties arising out of or in connection with Consultant's performance of this Agreement; *provided* that the Colombian Government shall not be obligated to indemnify Consultant if such Claim results from negligence on the part of Consultant. In the case of any negligent action on the part of Consultant, Consultant agrees that it will indemnify and hold harmless the Colombian Government from any and all Claims arising out of or in connection with such negligence. The obligations in this Section 20 are in addition to any liability which an indemnifying party may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the indemnified party.

21. **Limitation of Liability**. NEITHER THE COLOMBIAN GOVERNMENT NOR CONSULTANT SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING IN ANY MANNER FROM THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT, OR OTHER CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, CONSULTANT'S TOTAL, AGGREGATE LIABILITY FOR ALL LIABILIITES ARISING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE PAYMENTS RECEIVED AND RETAINED BY CONSULTANT AS ITS FEE FOR THE SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE. CLAIMS FOR DAMAGES MUST BE MADE WITHIN ONE (1) YEAR OF THE INCIDENT TO WHICH THEY RELATE OR BE FOREVER BARRED. EACH PARTY SHALL EXERCISE COMMERCIALLY REASONABLE EFFORTS TO MITIGATE ANY DAMAGES TO THE OTHER PARTY.

22. **Headings**. The headings are inserted for convenience only and shall not be considered when interpreting any of the provisions or terms hereof.

23. **Notices**. Whenever notices are required to be given under this Agreement, such notices shall be sufficiently given or made if in writing and sent by certified mail, return receipt requested, addressed as follows:

    In the case of Consultant:

    Squire Patton Boggs (US) LLC
    Attn: Rodney P. Emery
    2550 M Street, NW
    Washington, DC 20037

    In the case of the Colombian Government:

    Embassy of Colombia in the United States
    Attn: Daniel Garcia-Peña Jaramillo, Ambassador
    1724 Massachusetts Ave NW
    Washington D.C. 20036

Either party may change the address above by giving notice to the other party pursuant to this Section 23.

24. **Counterparts; Electronic Signatures**. This Agreement may be executed in two counterparts, each of which will be deemed an original, but both of which taken together will constitute one and the same instrument. Signatures via facsimile or other electronic means are deemed to have the same force and effect as an original signature.

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25. **Responsibilities of the Colombian Government**. The Colombian Government represents that all of the information that the Colombian Government provides to Consultant under this Agreement will, to the Colombian Government's knowledge, be accurate and complete in all material respects and that Consultant may rely on the accuracy and completeness of such information without independent verification.

[Signatures follow on the next page]

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In witness whereof, each of the parties hereto has caused its duly authorized representative to sign and accept this Agreement.

SQUIRE PATTON BOGGS (US) LLP

By: Rodney P Emery
Rodney Emery

(DATE)

EMBASSY OF COLOMBIA IN THE UNITED STATES

By: _____
Daniel García-Peña Jaramillo
Ambassador

September 27, 2024
(DATE)

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EXHIBIT A

1. Provide government relations and strategic political consulting in the United States of America for the Embassy of Colombia in Washington, DC and affiliated entities – including the Ministry of Foreign Affairs and Office of the Presidency – including:

    a. Strategic lobbying counsel and support, including management and implementation of public and private relations strategy to advance the Government of Colombia's interests in the U.S. and abroad; including but not limited to:

        i. Provision of public relations, government affairs, or lobbying services in the United States.
        ii. Policy research and analysis, including research on current and potential policies and legislations that could impact the bilateral relationship at all levels. This includes monitoring bills, proposed regulations, and decisions with potential judicial impact.
        iii. Establishment and maintenance of strong relationships with the government officials of both federal and state levels. This involves meetings with legislators, key advisors, and other decision-makers to discuss Colombia's interests and advocate for its positions.
        iv. Development of effective strategies for advocating and promoting the Government of Colombia's interests. This may include drafting documents, organizing lobbying events, and reaching out to political coalitions.
        v. Legislation and Regulation monitoring. This involves tracking changes in the political landscape and identifying opportunities of threats to the interests of the Government of Colombia.
        vi. Development of educational and awareness activities to promote understanding and support for Colombia's interests in implementing an ambitious program of transformation in key aspects of society with clear implications for bilateral relations. This can include preparing policy reports, organizing educational events, and participating in public events.
        vii. Risk and Opportunity analysis associated with federal, state, and Congressional policies and decisions. This involves the development of strategies to mitigate risks or capitalize on opportunities.
        viii. Involvement in coalitions and alliances that advocate for common interests between Colombia and the United States to strengthen the influence and impact of the bilateral relationship.
        ix. Meeting reporting with a Spanish-speaking consultant who will produce immediate reports (written and verbal) to the person designated by the Embassy regarding what was discussed in each meeting.
        x. Strategic counsel on global warming, drug policies, migration patterns, and the current free trade agreement to assist with Congressional, Administrative, and Agency engagement in Washington.
        xi. Supporting visits by the Government of Colombia officials and thought leaders to the United States.

    b. Outreach to and communications with media and relevant third parties; and,
    c. Other services agreed to by both parties and directed by the Government of Colombia.

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SQUIRE PATTON BOGGS

Squire Patton Boggs (US) LLP
2550 M Street, NW
Washington, District of Columbia 20037

O +1 202 457 6000
F +1 202 457 6315
squirepattonboggs.com

Rodney P. Emery
T +1 202 457 6179
rodney.emery@squirepb.com

October 1, 2024

Mr. Carlos Lopez Lopez
Co-Founder and Managing Partner
WP Group
1701 Pennsylvania Avenue, NW, Suite 200
Washington, DC 20006

Re: Engagement as Subcontractor to Squire Patton Boggs (US) LLP in connection with our representation of the Embassy of Colombia in the United States

Dear Mr. Lopez:

Squire Patton Boggs (US) LLP ("SPB") has been engaged by the Embassy of Colombia in the United States (the "Colombian Government") on government affairs matters, in accordance with the provisions of the Consulting Agreement between SPB and the Colombian Government, an executed copy of which is attached hereto as Appendix 1 (the "Consulting Agreement"). The provisions of the Consulting Agreement are incorporated herein and made a part hereof.

With this agreement (the "Subcontract"), SPB is engaging WP Group to assist SPB in providing certain of the services that are to be provided by SPB to the Colombian Government in accordance with the provisions of the Consulting Agreement. The services to be provided by WP Group consist of those identified and described in Appendix 2 attached hereto.

The term of the Subcontract is October 1, 2024, to September 30, 2025. The Subcontract may be terminated by SPB, or by WP Group, at any time by written notice to the other 14 days in advance of the effective date of termination.

As compensation for its services under the Subcontract, WP Group shall be paid $25,000 per month. WP shall submit its invoices to SPB, and SPB shall pay those invoices upon receipt of and from payments to SPB from the Colombian Government. SPB has no obligation to pay WP Group unless and until payment has been received by SPB from the Colombian Government. Unless SPB and WP Group otherwise agree in writing, all costs and expenses incurred by WP Group in performing its obligations under the Subcontract shall be borne by WP Group.

The relationship between SPB and WP Group is that of independent contractor, with SPB being the prime and WP Group being the subcontractor, and not that of partners, joint venturers, principal, agent,

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or otherwise. Without the prior consent of the other, neither will be authorized to bind or obligate the other, except as provided herein or in the Consulting Agreement, to act for or on behalf of the other.

WP Group has represented to SPB that WP Group's engagement by SPB hereunder, and the performance of the services to be rendered by WP Group hereunder, do not and will not constitute a default or breach of the provisions of any agreement or contract between WP Group and any other person or entity, or a violation of any fiduciary or other obligation or duty of WP Group to any other person or entity.

WP Group and SPB mutually consent that each may represent, on matters unrelated to the Colombian Government, clients that have interests adverse to other clients of the other party.
WP Group agrees to comply with and to be bound by all the provisions of the Consulting Agreement that are applicable to WP Group as a subcontractor to SPB.

WP Group acknowledges and agrees that it shall be solely responsible for its own compliance with the Foreign Agents Registration Act and any and all other laws and regulations that may be applicable to its engagement by SPB hereunder.

All notices, consents, and other such communications by, to, and between SPB and WP Group hereunder shall be in writing and will be deemed to have been given when delivered, and receipt confirmed, by a nationally recognized overnight courier service; when mailed by certified mail, postage prepaid and return receipt requested; or when transmitted and receipt confirmed by email to Squire Patton Boggs (US) LLP, 2550 M Street, NW, Washington, DC 20037, Attention: Rodney P. Emery or Rodney.emery@squirepb.com, or, as the case may be, WP Group, 1701 Pennsylvania Avenue, NW, Suite 200, Washington, DC 20006, Attention: Carlos Lopez Lopez or carlos@wpginternational.com.

Neither SPB nor WP Group may assign the agreements contained herein or any interest therein without the written consent of the other.

The Subcontract contains all the agreements between SPB and WP Group concerning the subject matter hereof, superseding any and all prior oral or written communications and understandings between us concerning same.

The invalidity or unenforceability of any provision contained herein will not affect the validity or enforceability of any other provision.

The Subcontract will be performed in the District of Columbia and will be construed and enforced in accordance with the laws thereof and its rules with respect to conflicts of law.

Please acknowledge your approval and acceptance of the foregoing provisions by signing below and returning a copy to me by email. The Subcontract may be executed in two counterparts, each of which

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shall be deemed to be an original, and both of which, when taken together, shall constitute but one and the same agreement.

Very truly yours,

SQUIRE PATTON BOGGS (US) LLP

Rodney P. Emery

Rodney P. Emery

AGREED TO AND ACCEPTED BY

WP GROUP

Carlos Lopez Lopez
Co-Founder and Managing Partner

Attachments: Appendices 1 and 2

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SQUIRE PATTON BOGGS

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squirepattonboggs.com

Rodney P. Emery
T +1 202 457 6179
rodney.emery@squirepb.com

APPENDIX 1

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made as of the 1st of October, 2024, between the Embassy of Colombia in the United States (the "Colombian Government") with offices at 1724 Massachusetts Ave. NW, Washington D.C. 20036, and Squire Patton Boggs (US) LLP ("Consultant") with offices located at 2550 M Street NW, Washington, DC 20037.

RECITALS

A. Consultant has experience in government affairs and advisory services;

B. The Colombian Government, through the Embassy of Colombia in the United States, wishes to engage the Consultant's advisory services upon the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Advisory Duties**. Consultant will act as an advisor to the Colombian Government on government affairs matters. Consultant will assist the Colombian Government on the activities set forth in Exhibit A on a reasonable best effort basis.

2. **Term**. Consultant's duties under this Agreement shall commence on October 1, 2024, and continue until September 30, 2025. The parties may renew this Agreement for an additional time period as may be further agreed.

3. **Independent Contractor Status**. It is understood that Consultant is an independent contractor and is not an employee or partner of the Colombian Government and shall not hold itself out to the public as an employee or partner of the Colombian Government. The Colombian Government will not provide, nor will it be responsible to pay for, any benefits for Consultant.

4. **Employees of Independent Contractor**. Consultant may, in its sole discretion, hire as many employees, contractors or other persons as it requires in order to fulfill its obligations under Section 1 of this Agreement. The Colombian Government will be advised of the employment or hiring by Consultant of such persons. Such persons shall not be deemed employees of the Colombian Government unless specified otherwise. If such persons are employees of Consultant, then Consultant shall be solely responsible for all necessary insurance and payroll deductions for such persons, including, but not limited to, federal, state, and local income taxes, Social Security taxes, unemployment compensation taxes, and workers' compensation coverage, and any other fees, charges or licenses required by law. If such persons are contractors of Consultant, then the independent contracting relationship shall be established between such contractor and Consultant exclusively, and Consultant shall be responsible for directing the duties of such contractor.

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5. **Business of Independent Contractor**. Consultant may engage in any other business that it desires and is not required to devote all of its energies exclusively for the benefit of the Colombian Government.

6. **No Solicitation**. During the term of this Agreement and for a period of one year after its termination, the Colombian Government will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any Consultant employee which the Colombian Government becomes aware of because of such employee's provision of services under this Agreement, unless the Colombian Government has received the prior written approval of Consultant. This shall not apply to responses by any Consultant employee to any advertising or other marketing by the Colombian Government which is not directly targeted to Consultant employees.

7. **Discrimination**. No person on the ground of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of Consultant. Consultant shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants, notices of non-discrimination.

8. **Compensation**.

   - **Monthly Fees.** In complete consideration for the services to be rendered under this Agreement, the Colombian Government shall pay Consultant a $60,000 per month non-refundable fee. Any payment in addition to the flat monthly fee must be previously authorized by the Colombian Government in writing. Consultant will track hours against the monthly fees and service rendered. If changes in the level or term of service occur or are expected, the parties shall review in good faith, and may, upon the mutual agreement of the parties, adjust future fees to align the monthly fees with the value of the estimated level of service.

9. **Invoices; Payments Thereof**. Consultant will submit invoices on a monthly basis to the Colombian Government for costs and expenses incurred under the terms of this Agreement. All invoices are to be submitted electronically to the following E-mail address: pressoffice@colombiaemb.org. Upon receipt of the monthly invoice, payment will be made to Consultant during the first 5 days of the following month. If payment is overdue, Consultant has the right to cease provision of the Services without liability. In the event of a disputed charge, the Colombian Government shall promptly notify Consultant in writing of the disputed amount and reason for the dispute, and the Colombian Government agrees to pay all undisputed amounts owed while the dispute is under negotiation.

10. **Disclosure and Confidentiality**. Consultant shall treat information relating to the activities of the Colombian Government in these matters ("Confidential Information") as private and confidential. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is public knowledge or becomes generally available to the public other than as a result of unauthorized disclosure by Consultant, (ii) is required to be disclosed by law or legal process, (iii) was already known to Consultant at the time of receipt from the Colombian Government, (iv) is received from a third party not known by Consultant to be under an obligation of confidentiality or (v) is independently developed by Consultant without use of the information received from the Colombian Government. During and after the period of this Agreement, Consultant agrees not to disclose Confidential Information or documents containing Confidential Information provided to Consultant in connection with this Agreement to any person or entity except to affiliates, employees, agents, subcontractors and representatives who have a need-to-know and are required to maintain the confidence thereof or make any other use of that information other than to provide the services hereunder unless asked to do so by the Colombian Government. In the event that Consultant receives a request or is required to disclose all or any part of the Confidential Information in response to interrogatories, requests for documents and/or testimony, subpoena, civil investigative demand, or similar process (together, an "Information Request"), the Colombian Government agrees that Consultant may disclose such

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Confidential Information without liability provided that Consultant shall, to the extent permitted by law, (a) provide notice, (b) cooperate with the Colombian Government to resist or narrow such disclosure, and (c) if appropriate, seek confidential treatment of such disclosure. The obligations under this paragraph shall survive the termination of this Agreement.

11. **Information Request**. In the event that Consultant receives an Information Request from a third party private litigant or governmental or regulatory body relating to the services performed hereunder, the Colombian Government shall compensate Consultant at Consultant's then-current hourly billing rates for time expended (or at a fixed rate to be mutually agreed between the parties upon Consultant's receipt of the Information Request) and reasonable out-of-pocket costs (including reasonable attorneys' fees) incurred by Consultant in responding to any Information Request. The obligations under this paragraph shall survive the termination of this Agreement.

12. **Legal Filings**. It is understood that Consultant may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the Embassy of Colombia in the United States and thereafter will be required to file the reports required by FARA, detailing its lobbying activities on the Colombian Government's behalf. It is further understood that Consultant will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of the Colombian Government, with the United States Congress and Federal Executive Branch departments and agencies.

13. **Governing Law**. This Agreement shall be subject to and governed by the laws of the District of Columbia, without regard to the conflict of law provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in district or federal courts located in the District of Columbia.

14. **Termination of Agreement**. This Agreement may be terminated by either party without cause or for any reason with 30 days prior written notice, and such termination shall not be deemed a breach by the other party. In the case of a material breach by the other party, this Agreement may be terminated immediately. Following any termination (whether or not for cause), the Colombian Government shall remain liable and shall pay Consultant for all fees and expenses incurred in accordance with this Agreement up to the date of termination as well as all amounts that Consultant is obligated to pay to third parties pursuant to non-cancelable agreements Consultant has entered into in performance of this Agreement.

15. **Survival**. Sections 6, 10, 11, 12, 13, 15, 17, 19, 20, 21, 23, and 24 shall survive the termination of this Agreement.

16. **Waiver**. The waiver by either party of any covenant, obligation or breach of this Agreement shall not operate as, or be construed as, a waiver of any other such covenant, obligation or breach hereof.

17. **Modification**. No change, modification or waiver of any term of this Agreement shall be valid unless it is agreed to in writing.

18. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Colombian Government and Consultant regarding the matters related hereto.

19. **Severability**. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

20. **Indemnification**. (a) Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries and affiliates, and the officers, employees and agents of such affiliates, from and against any and all losses, claims, damages, liabilities, costs or expenses (including

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reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement; and (b) the Colombian Government agrees that it will indemnify and hold harmless Consultant from any Claims brought by third parties arising out of or in connection with Consultant's performance of this Agreement; *provided* that the Colombian Government shall not be obligated to indemnify Consultant if such Claim results from negligence on the part of Consultant. In the case of any negligent action on the part of Consultant, Consultant agrees that it will indemnify and hold harmless the Colombian Government from any and all Claims arising out of or in connection with such negligence. The obligations in this Section 20 are in addition to any liability which an indemnifying party may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the indemnified party.

21. **Limitation of Liability**. NEITHER THE COLOMBIAN GOVERNMENT NOR CONSULTANT SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING IN ANY MANNER FROM THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT, OR OTHER CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, CONSULTANT'S TOTAL, AGGREGATE LIABILITY FOR ALL LIABILIITES ARISING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE PAYMENTS RECEIVED AND RETAINED BY CONSULTANT AS ITS FEE FOR THE SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE. CLAIMS FOR DAMAGES MUST BE MADE WITHIN ONE (1) YEAR OF THE INCIDENT TO WHICH THEY RELATE OR BE FOREVER BARRED. EACH PARTY SHALL EXERCISE COMMERCIALLY REASONABLE EFFORTS TO MITIGATE ANY DAMAGES TO THE OTHER PARTY.

22. **Headings**. The headings are inserted for convenience only and shall not be considered when interpreting any of the provisions or terms hereof.

23. **Notices**. Whenever notices are required to be given under this Agreement, such notices shall be sufficiently given or made if in writing and sent by certified mail, return receipt requested, addressed as follows:

    In the case of Consultant:

    Squire Patton Boggs (US) LLC
    Attn: Rodney P. Emery
    2550 M Street, NW
    Washington, DC 20037

    In the case of the Colombian Government:

    Embassy of Colombia in the United States
    Attn: Daniel Garcia-Peña Jaramillo, Ambassador
    1724 Massachusetts Ave NW
    Washington D.C. 20036

Either party may change the address above by giving notice to the other party pursuant to this Section 23.

24. **Counterparts; Electronic Signatures**. This Agreement may be executed in two counterparts, each of which will be deemed an original, but both of which taken together will constitute one and the same instrument. Signatures via facsimile or other electronic means are deemed to have the same force and effect as an original signature.

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25. **Responsibilities of the Colombian Government**. The Colombian Government represents that all of the information that the Colombian Government provides to Consultant under this Agreement will, to the Colombian Government's knowledge, be accurate and complete in all material respects and that Consultant may rely on the accuracy and completeness of such information without independent verification.

[Signatures follow on the next page]

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In witness whereof, each of the parties hereto has caused its duly authorized representative to sign and accept this Agreement.

SQUIRE PATTON BOGGS (US) LLP

By: Rodney P Emery
Rodney Emery

(DATE)

EMBASSY OF COLOMBIA IN THE UNITED STATES

By: _____
Daniel García-Peña Jaramillo
Ambassador

September 27, 2024
(DATE)

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EXHIBIT A

1. Provide government relations and strategic political consulting in the United States of America for the Embassy of Colombia in Washington, DC and affiliated entities – including the Ministry of Foreign Affairs and Office of the Presidency – including:

    a. Strategic lobbying counsel and support, including management and implementation of public and private relations strategy to advance the Government of Colombia's interests in the U.S. and abroad; including but not limited to:

        i. Provision of public relations, government affairs, or lobbying services in the United States.
        ii. Policy research and analysis, including research on current and potential policies and legislations that could impact the bilateral relationship at all levels. This includes monitoring bills, proposed regulations, and decisions with potential judicial impact.
        iii. Establishment and maintenance of strong relationships with the government officials of both federal and state levels. This involves meetings with legislators, key advisors, and other decision-makers to discuss Colombia's interests and advocate for its positions.
        iv. Development of effective strategies for advocating and promoting the Government of Colombia's interests. This may include drafting documents, organizing lobbying events, and reaching out to political coalitions.
        v. Legislation and Regulation monitoring. This involves tracking changes in the political landscape and identifying opportunities of threats to the interests of the Government of Colombia.
        vi. Development of educational and awareness activities to promote understanding and support for Colombia's interests in implementing an ambitious program of transformation in key aspects of society with clear implications for bilateral relations. This can include preparing policy reports, organizing educational events, and participating in public events.
        vii. Risk and Opportunity analysis associated with federal, state, and Congressional policies and decisions. This involves the development of strategies to mitigate risks or capitalize on opportunities.
        viii. Involvement in coalitions and alliances that advocate for common interests between Colombia and the United States to strengthen the influence and impact of the bilateral relationship.
        ix. Meeting reporting with a Spanish-speaking consultant who will produce immediate reports (written and verbal) to the person designated by the Embassy regarding what was discussed in each meeting.
        x. Strategic counsel on global warming, drug policies, migration patterns, and the current free trade agreement to assist with Congressional, Administrative, and Agency engagement in Washington.
        xi. Supporting visits by the Government of Colombia officials and thought leaders to the United States.

    b. Outreach to and communications with media and relevant third parties; and,
    c. Other services agreed to by both parties and directed by the Government of Colombia.

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Appendix 2

Services to be Provided by WP Group in Support of the
Consulting Agreement between the Embassy of Colombia and Squire Patton Boggs

Subcontractor: Carlos Lopez Lopez
Co-Founder and Managing Partner
WP Group

Proposed List of Services for the Colombian Project:

Establishment and maintenance of strong relationships with government officials and staff at both the federal level (United States) and local level (Colombia).

Assist with the development of effective strategies for the advocacy and promotion of the Government of Colombia's interests.

Assist with the development of educational and awareness activities to promote understanding and support for Colombia's interests in implementing an ambitious program of transformation in key aspects of society with clear implications for bilateral relations.

Involvement in coalitions and alliances that advocate for common interests between Colombia and the United States to strengthen the influence and impact of the bilateral relationship.

Post Meeting reporting that will result in the production of immediate reports (written and verbal) to the person designated by the Embassy regarding what was discussed in each meeting.

Strategic counsel on global warming, drug policies, migration patterns, and the current free trade agreement to assist with Congressional, Administrative and Agency engagement in Washington.

Supporting visits by the Government of Colombia officials and thought leaders to the United States.

Agreed Upon Fees:
For this engagement the Colombian government will pay Squire Patton Boggs a monthly engagement of $60,000. As the subcontractor for this engagement, WP Group has agreed to a monthly retainer of $25,000 per month for their services.

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