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OMB No. 1124-0004; Expires October 31, 2026

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 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
Latin America Advisory Group, LLC	6898

3. Name of Foreign Principal

Office of the President of El Salvador

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 06/01/2025

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

Registrant will continue to provide public relations and communications advice and support to, and will continue outreach to the federal executive branch and Congress on behalf of the foreign principal. Registrant recently received the signed updated contract from the foreign principal on June 28, 2025. It was returned from the translation service on July 1, 2025.

Received by NSD/FARA Registration Unit 07/10/2025 5:09:40 PM

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

Registrant will continue to provide public relations and communications advice and support to, and will continue to provide outreach to the federal executive branch and Congress on behalf of the foreign principal.

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.

Registrant will continue to communicate with U.S. government officials, the public, and the media about the importance of fostering a strong dialogue between the U.S. and El Salvador.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, including 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

Received by NSD/FARA Registration Unit 07/10/2025 5:09:40 PM

12. During the period beginning 60 days prior to the obligation to register[3] to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ 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 register[4] to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☐ 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.

Received by NSD/FARA Registration Unit 07/10/2025 5:09:40 PM

Received by NSD/FARA Registration Unit 07/10/2025 5:09:40 PM

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
07/10/2025	Damian Merlo	Sign	/s/Damian Merlo
		Sign	
		Sign	
		Sign	

Received by NSD/FARA Registration Unit 07/10/2025 5:09:40 PM

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Date	Printed Name	Signature
7/10/2025	Damian Merlo	

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CLEA 1896 Compañía de Luz Eléctrica de Ahuachapán S.A.

LUDWING MACDONALD VALDEZ GRANDE, de sesenta y dos años de edad, sexo masculino, estado civil casado, licenciado en economía del domicilio del municipio de Soyapango, departamento de San Salvador, con residencia en Reparto Los Santos uno Pasaje San Miguel Bloque E, número 75-A, con Documento Único de Identidad y Número de Identificación Tributaria debidamente homologado: cero cero ocho nueve seis uno siete uno- tres; expedido en el distrito de Soyapango, Municipio de San Salvador Este, el dieciocho de mayo de dos mil veintiuno; actuando en nombre y representación en mi calidad de Administrador Único, de la Sociedad **COMPAÑÍA DE LUZ ELÉCTRICA DE AHUACHAPÁN, SOCIEDAD ANÓNIMA**, que se abrevia **CLEA, S.A.**, de nacionalidad salvadoreña, del domicilio del municipio y departamento de San Salvador, con Número de Identificación Tributaria cero uno cero uno- uno uno cero seis nueve seis- cero cero uno- seis; personería que acredito con: a) la escritura pública de modificación de pacto de la sociedad, otorgada a las doce horas del día veinte de diciembre de dos mil veintiuno, ante los oficios de la notario María Hilda Aguilar Ayala, inscrita en el Registro de Comercio el día veintidós de diciembre de dos mil veintiuno, al número VEINTINUEVE del Libro CUATRO MIL CUATROCIENTOS NOVENTA Y SIETE del Registro de Sociedades, que contiene el pacto social vigente e íntegro de la sociedad, en la cual consta que su denominación, abreviatura, naturaleza jurídica, nacionalidad y domicilio son los antes dichos, que su plazo es indeterminado, siendo el presente acto conforme con su pacto social; que la administración social es ejercida por un administrador único, correspondiéndole la representación judicial, extrajudicial y uso de la firma social, nombrado, junto con un suplente por periodos de tres años, quienes se mantendrán en el cargo hasta que la siguiente administración entre en funciones, pudiendo otorgar actos como el presente; y b) certificación de acta de junta general ordinaria de accionistas, expedida el día seis de octubre de dos mil veintitrés, por la Licenciada Nelly del Rosario Abrego García, en su calidad de Secretaria de dicha junta, inscrita en el Registro de Comercio, el día diez de octubre de dos mil veintitrés, al número QUINCE del Libro CUATRO MIL OCHOCIENTOS TREINTA Y CUATRO del Registro de Sociedades, en la cual consta que se nombró al compareciente como administrador único de la sociedad por un período de tres años vigentes hasta el diez de octubre de dos mil veintiséis; por lo tanto estoy facultado para suscribir instrumentos como el presente; y, por otra parte **DAMIAN MATIAS MERLO DEBERNARDI,** de cincuenta años de edad, ciudadano de los Estados Unidos de América, del domicilio de la Ciudad de Miami del Estado de Florida, en los Estados Unidos de América, con Pasaporte número quinientos sesenta y seis millones veintisiete mil setenta y seis, **actuando en calidad de Administrador Único de la corporación LATIN AMERICA ADVISORY GROUP, LIMITED LIABILITY COMPANY que puede abreviarse LATIN AMERICA ADVISORY GROUP, LLC.** empresa de servicios corporativos,

Received by NSD/FARA Registration Unit 07/10/2025 5:09:40 PM

Received by NSD/FARA Registration Unit 07/10/2025 5:09:40 PM

localizada en 251 Little Falls Drive Wilmington, DE 19808 de los estados Unidos de América, y que en el curso de este instrumento se denominará **"LA CONTRATISTA"**, por medio de este instrumento otorgamos un **"CONTRATO DE PRESTACIÓN DE SERVICIOS DE CONSULTORÍA"**, que se sujetará a los términos y condiciones siguientes:

ARTÍCULO 1°.- OBJETO DEL CONTRATO: El presente contrato, tiene por objeto la prestación de los SERVICIOS DE CONSULTORÍA: **CONSULTORÍA EN RELACIONES GUBERNAMENTALES.**

ARTÍCULO 2°.- ALCANCE DE LOS SERVICIOS
El alcance de los servicios objeto del contrato, comprende la ejecución de las actividades siguientes:

1. Mantener y fortalecer vínculos estratégicos con entidades del Poder Ejecutivo y del Congreso de los Estados Unidos.
2. Identificar oportunidades de colaboración bilateral y facilitar canales de comunicación directa entre El Salvador y actores políticos relevantes en EE. UU.
3. Apoyar en la organización de visitas oficiales, reuniones bilaterales y otras gestiones en Estados Unidos.
4. Diseñar e implementar estrategias de comunicación para posicionar narrativas clave del gobierno salvadoreño ante medios internacionales.
5. Servir como enlace entre El Salvador y periodistas, editores y medios de comunicación globales.
6. Proveer orientación estratégica sobre entrevistas, comunicados de prensa y posicionamientos públicos del gobierno ante audiencias internacionales.

ARTÍCULO 3°.- PLAZO: LA CONTRATISTA, ha sido contratada para la prestación de los servicios de consultoría independiente, descritos en la Cláusula anterior, por un plazo de siete meses, habiendo iniciado el uno de junio hasta el treinta y uno de diciembre ambas fechas del presente año.

ARTÍCULO 4°.- PRECIO Y FORMA DE PAGO: El pago de honorarios será por la suma de CUATROCIENTOS CINCUENTA Y CINCO MIL 00/100 DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US$455,000.00), el cual será pagado por medio de siete cuotas mensuales de SESENTA Y CINCO MIL DOLARES DE LOS ESTADOS UNIDOS DE AMERICA, (US$65,000.00) cada uno; previa aprobación de la persona designada para la administración y seguimiento técnico del presente contrato; sin perjuicio de la posibilidad de que la administración requiera cualquier tipo de informe sobre los servicios brindados y/o acciones efectuadas en el desarrollo del presente contrato. **FORMA DE PAGO:** Dichos pagos se realizarán mediante transferencia electrónica, con la debida coordinación entre la persona designada para la administración y seguimiento técnico del contrato y

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la unidad financiera correspondiente. Para el trámite del pago La Contratista deberá presentar comprobante de cobro en original y dos copias. El comprobante de cobro deberá emitirse a nombre de La Contratante.

ARTÍCULO 5°.- NO EXISTENCIA DE RELACION LABORAL: Las partes declaran expresamente, que entre LA EMPRESA y EL CONTRATISTA existe notoria independencia; y que, en prestación de servicios, asume EL CONTRATISTA, el riesgo comercial de la prestación de sus servicios. EL CONTRATISTA, no tendrá la obligación de cumplir horario o jornada alguna, ni estará bajo subordinación laboral, por lo tanto, las partes aceptan y reconocen expresamente que EL CONTRATISTA, no es considerada trabajadora dependiente o subordinada de LA EMPRESA y prestará sus servicios de forma independiente, pudiendo prestar sus servicios profesionales a diferentes empresas, siempre que ello no represente un conflicto de intereses. EL CONTRATISTA reconoce y acepta que no está sujeta a la legislación laboral, por ser un contratista independiente. Las vinculaciones de las partes se regirán por lo pactado en las disposiciones civiles y mercantiles que les sean aplicables. Asimismo, quedará exclusivamente sujeta a las condiciones del presente contrato; y sus derechos y obligaciones se limitan estrictamente a los términos y condiciones del mismo. EL CONTRATISTA, no tendrá derecho a ningún beneficio, pago, subsidio o compensación, con excepción de los expresamente descritos en este contrato. Por otra parte, la función que ejercerá EL CONTRATISTA no formará parte de la estructura organizativa de LA EMPRESA, por lo cual, no ejercerá un cargo de jefatura o dirección del que dependa personal. Finalmente, EL CONTRATISTA, no estará sujeto a ningún tipo de sanción disciplinaria, y únicamente podrá darse por terminado el presente contrato por las causas establecidas en el numeral DIEZ de este instrumento.

ARTÍCULO 6°.- OBLIGACIONES DEL CONTRATISTA: a) Se compromete a prestar los servicios con la eficiencia y calidad requerida, atendiendo en beneficio de su gestión, los requerimientos o necesidades que, en el ámbito de su especialidad, le indique el administrador del contrato; b) LA CONTRATISTA se obliga a mantener en todo momento, una conducta profesional ética e integra frente a la misma, sus ejecutivos y sus usuarios en general. c)La Contratista deberá cumplir con la legislación aplicable al objeto del Contrato, las cláusulas del presente contrato y las instrucciones que gire el Administrador del Contrato; además, especialmente, deberá: a) Atender con prioridad los requerimientos que haga el Administrador del Contrato respectivo, para resolver cualquier petición relacionada con el objeto de este contrato; b) Entregar el suministro en óptimas condiciones, garantizando el cumplimiento del contrato conforme a la calidad ofertada y a lo solicitado por el administrador del contrato; c) En caso de que se produjere algún atraso en la entrega del suministro por razones no imputables a la contratista, deberá notificar por escrito y coordinar con el Administrador de Contrato, un

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nuevo plazo de entrega, el cual será autorizado mediante resolución del administrador del contrato. **PROHIBICIONES.** La contratista no podrá: a) Ceder, traspasar o subcontratar a ningún título los derechos y obligaciones que emanen del contrato; y b) Modificar unilateralmente los precios y suministros definidos en su oferta.

ARTÍCULO 7°.- OBLIGACIONES DE LA EMPRESA CONTRATANTE: a) Se compromete a pagar los honorarios establecidos en el presente contrato, b) Se obliga a asumir los costos en que incurra EL CONTRATISTA previa autorización de LA EMPRESA, para dar respuesta a eventualidades emergentes.

ARTÍCULO 8°. - RECLAMOS POR VICIOS Y/O DEFICIENCIAS. Durante la vigencia del plazo del contrato, La Empresa tendrá derecho a efectuar reclamos por cualquier incumplimiento, vicios o deficiencias en cuanto al suministro objeto del contrato. El administrador del contrato podrá gestionar el reclamo por medio de llamadas telefónicas o correo electrónico, no obstante, si no se resolviese el reclamo, deberá realizar el reclamo por escrito y establecerá un plazo para subsanar el incumplimiento, para lo cual considerará la naturaleza y circunstancias de la causa del reclamo. Si la Contratista no subsana lo reclamado en dicho plazo sin causa justificada, La Empresa quedará exenta de cualquier pago pendiente y exigirá la devolución de cualquier pago que haya hecho a la Contratista en relación con el suministro.

ARTÍCULO 9°.-CONFIDENCIALIDAD: EL CONTRATISTA acepta que toda información que reciba de LA EMPRESA, así como la que se origine de este acuerdo comercial es CONFIDENCIAL y propiedad exclusiva de LA EMPRESA, por lo que se compromete a no divulgarla en forma alguna a terceras personas. EL CONTRATISTA se obliga a manejar bajo estrictos parámetros de confidencialidad, toda la información que se le proporcione.

ARTÍCULO 10°.-TERMINACIÓN DEL CONTRATO: El presente contrato podrá terminar por las siguientes causas: 1) Por voluntad unilateral de cualquiera de las partes, sin necesidad de justificar la causa por la que han decidido su terminación y sin necesidad de indemnización alguna por parte de alguna de ellas, solamente se deberá comunicar por escrito con acuse de recibo a la otra parte, con al menos DIEZ DIAS de anticipación a la fecha que se desee dar por terminado el presente acuerdo, liquidando la relación comercial existente. 2) Por vencimiento del plazo pactado. 3) Ambas partes acuerdan que también se podrá dar por terminado el presente contrato de forma mutua, y en este caso no habrá responsabilidad para ninguna de las partes y tampoco mediará indemnización alguna; únicamente, deberá liquidarse la relación comercial existente. 4) Por incumplimiento por parte de LA EMPRESA de cualquiera de las cláusulas del presente contrato. 5) Por incumplimiento por parte de EL CONTRATISTA de cualquiera de las

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cláusulas del presente contrato, obligándose además a pagar a LA EMPRESA cualquier daño y/o perjuicio que le ocasionare. Dicho pago en concepto de daños y perjuicios, podrá ser descontado y/o compensado de cualquier obligación comercial que a la fecha existiera por parte de LA EMPRESA y a favor de LA CONTRATISTA, lo cual está última reconoce, comprende y acepta expresamente en este acto.

ARTÍCULO 11°.-LEGISLACION APLICABLE Y SOLUCIÓN DE CONTROVERSIAS: El presente contrato se regirá por la legislación de El Salvador. En caso de cualquier controversia, conflicto, disputa o reclamo que resulte del presente Contrato, las partes se someten a la jurisdicción de los tribunales de la ciudad de San Salvador, Republica de El Salvador.

ARTÍCULO 12°.-MODIFICACIONES: No obstante, lo dispuesto en el presente acuerdo, EL CONTRATISTA acepta expresamente, que, a petición escrita de LA EMPRESA, el presente contrato, podrá modificarse, suscribiéndose un nuevo acuerdo y/o sus anexos si aplicasen.

ARTÍCULO 13°.- LUGAR PARA RECIBIR NOTIFICACIONES: Las partes señalan como lugar para recibir notificaciones las direcciones siguientes:

LA EMPRESA: Calle Talamanca #30, Colonia Miramonte, distrito de San Salvador, municipio de san salvador centro, departamento de San Salvador.

LA CONTRATISTA: 251 Little Falls Drive Wilmington, DE 19808 de los Estados Unidos de América

En fe de todo lo anterior, ratificamos el contenido del presente contrato por estar redactado conforme a nuestras voluntades y lo suscribimos en dos ejemplares originales, quedando uno en poder de cada una de las partes, ambos con igual fuerza legal.
Firmado en el distrito de San Salvador, municipio de San Salvador Centro, departamento de San Salvador, a los treinta y un días del mes de mayo de dos mil veinticinco.

COMPAÑÍA DE LUZ ELÉCTRICA DE AHUACHAPÁN, S.A.

CLEA 1896 Compañía de Luz Eléctrica de Ahuachapán, S.A.

FIRMA: _____

LUDWING MACDONALD VALDEZ GRANDE

REPRESENTANTE LEGAL

Y

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Firmado en Miami, Florida, Estados Unidos de América, a los treinta y un días del mes de mayo de dos mil veinticinco.

LATIN AMERICA ADVISORY GROUP, LLC.

FIRMA:



DAMIAN MATIAS MERLO DEBERNARDI
ADMINISTRADOR ÚNICO

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PROFESSIONAL SERVICE CONTRACT No. 0082/2025-SP-CLEA

[Logo:] CLEA | Compañia de Luz Electrica de Ahuachapan S.A.
1896

As party of the first part, **LUDWING MACDONALD VALDEZ GRANDE**, of 62 years old, male, married, Bachelor in Economics, domiciled in the municipality of Soyapango, Department of San Salvador, residing in Reparto Los Santos 1 Pasaje San Miguel Block E, number 75-A, bearer of Unique Identity Document and Tax Identification Number duly approved No. 00896171-3, issued in the District of Soyapango, Municipality of Eastern San Salvador, on May 1, 2021; acting in my capacity as Sole Administrator on behalf of the Company **COMPAÑIA DE LUZ ELECTRICA DE AHUACHAPAN, SOCIEDAD ANONIMA**, abbreviated as **CLEA, S.A.,** of Salvadoran nationality, domiciled in the Municipality and Department of San Salvador, with Tax Identification Number 0101-110696-001-6; whose legal status is accredited through: a) the public deed of amendment to the corporate articles of incorporation, granted at 12:00 PM, on December 20, 2021, before Notary Maria Hilda Aguilar Ayala, registered at the Commercial Registry on December 22, 2021, under the No. 29 of Book 4,497 of the Register of Companies, containing the current and complete articles of incorporation of the company, which states that its business name, abbreviation, legal nature, nationality and domicile are the aforementioned herein; that its term is indefinite; and that this act is in accordance with its articles of incorporation; that the company administration is exercised by a sole administrator, corresponding to him the judicial and extrajudicial representation and use of the corporate signature, appointed, together with an alternate for periods of three years, who will remain in office until the next administration takes office, being able to grant acts such as this one; and b) a certification of the minutes of the ordinary shareholders' general meeting, issued on October 6, 2023, by Ms. Nelly del Rosario Abrego Garcia, in her capacity as Secretary of said meeting, registered in the Commercial Registry, on October 10, 2023, under the No. 15 of Book 4,834 of the Register of Companies, which states that the appearing party herein was appointed as sole administrator of the company for a period of three years valid until October 10, 2026; therefore, I am empowered to sign instruments such as this one. And, as party of the second part, **DAMIAN MATIAS MERLO DEBERNARDI**, of 50 years old, citizen of the United States of America, domiciled in the City of Miami, State of Florida, United States of America, bearer of Passport No. 566,027,076, **acting in my capacity as Sole Administrator of the company LATIN AMERICA ADVISORY GROUP, LIMITED LIABILITY COMPANY**, **which may be abbreviated as LATIN AMERICA ADVISORY GROUP, LLC.**, a corporate services company, located at 251 Little Falls Drive, Wilmington, DE 19808, United States of America, hereinafter referred to as "**THE CONTRACTOR**". We hereby execute a "**CONSULTING SERVICE CONTRACT**," which will be subject to the following terms and conditions:

ARTICLE 1º.- PURPOSE OF THE CONTRACT: The purpose of this contract is the provision of CONSULTING SERVICES: **CONSULTING IN GOVERNMENT RELATIONS**.

ARTICLE 2º.- SCOPE OF THE SERVICES

The scope of the services covered by the contract comprise the execution of the following activities:

1. Maintain and strengthen strategic ties with entities of the Executive Branch and the United States Congress.
2. Identify opportunities for bilateral collaboration and facilitate direct communication channels between El Salvador and relevant political actors in the United States.
3. Support the organization of official visits, bilateral meetings, and other initiatives in the United States.
4. Design and implement communication strategies to position key narratives of the Salvadoran government before international media.
5. Serve as a liaison between El Salvador and journalists, editors, and global media.
6. Provide strategic guidance on interviews, press releases, and the government's public statements to international audiences.

ARTICLE 3º.- TERM: THE CONTRACTOR has been contracted to provide the independent consulting services described in the previous Article for a period of seven months, beginning on June 1st and ending on December 31st, both dates of the current year.

ARTICLE 4º.- PRICE AND PAYMENT METHOD: The payment of fees will be in the amount of FOUR HUNDRED FIFTY-FIVE THOUSAND 00/100 UNITED STATES DOLLARS (US$ 455,000.00), which will be paid in seven monthly installments of SIXTY-FIVE THOUSAND UNITED STATES DOLLARS (US$ 65,000.00) each; prior approval by the individual appointed for the administration and technical monitoring of this contract; without prejudice to the possibility that the administration may request any type of report on the services provided and/or actions taken in the execution of this contract. **PAYMENT METHOD**:

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Such payments shall be made by electronic transfer, with due coordination between the individual appointed for the administration and technical monitoring of the contract and the corresponding financial institution. For payment processing, the Contractor is to submit an original payment receipt and two copies. The payment receipt must be issued in the name of the Contractor.

ARTICLE 5º.- NO EMPLOYMENT RELATIONSHIP: The parties hereby expressly declare that there is a clear independence between THE COMPANY and THE CONTRACTOR; and that, in the provision of services, THE CONTRACTOR assumes the commercial risk of the services. THE CONTRACTOR will not be obligated to comply with any schedule or workday, nor will it be under labor subordination; therefore, the parties expressly accept and acknowledge that THE CONTRACTOR will not be considered a dependent or subordinate employee of THE COMPANY and will provide its services independently, being able to provide its professional services to different companies, provided that this does not represent a conflict of interests. THE CONTRACTOR acknowledges and accepts that it is not subject to labor laws, as it is an independent contractor. The parties' relationships shall be governed by the provisions of the applicable civil and commercial laws. Likewise, they shall be exclusively subject to the terms of this contract; their rights and obligations are strictly limited to the terms and conditions hereof. THE CONTRACTOR shall not be entitled to any benefits, payments, subsidies, or compensations, except for those expressly described in this contract. Furthermore, the role that THE CONTRACTOR will perform will not be part of THE COMPANY's organizational structure; therefore, it will not hold a leadership or management position to which any personnel report. Finally, THE CONTRACTOR will not be subject to any type of disciplinary sanction, and this contract may only be terminated for the reasons established in Article 10º hereof.

ARTICLE 6º.- OBLIGATIONS OF THE CONTRACTOR: a) The Contractor undertakes to provide the services with the required efficiency and quality, taking into account, for the benefit of its management, any requirements or needs indicated by the Contract Administrator within its area of expertise; b) THE CONTRACTOR undertakes to maintain, at all times, ethical and honest professional conduct towards the Contractor, its executives, and its users in general. c) THE CONTRACTOR must comply with the laws applicable to the subject matter of the Contract, the clauses of this contract, and the instructions issued by the Contract Administrator; in addition, it must specifically: a) Give priority to the requirements made by the respective Contract Administrator to resolve any request related to the purpose of this contract; b) Deliver the supply in optimal conditions, guaranteeing compliance with the contract in accordance with the quality offered and as requested by the contract administrator; c) In the event of any delay in the delivery of the supply for reasons not attributable to the contractor, the contractor must notify in writing and coordinate with the Contract Administrator a new delivery date, which will be authorized by resolution of the contract administrator. **PROHIBITIONS:** THE CONTRACTOR may not: a) Assign, transfer, or subcontract any rights and obligations arising from the contract; nor b) Unilaterally modify the prices and supplies defined in its offer.

ARTICLE 7º.- OBLIGATIONS OF THE CONTRACTING COMPANY: a) It undertakes to pay the fees established in this contract. b) It undertakes to assume the costs incurred by THE CONTRACTOR, with prior authorization from THE COMPANY, to respond to emerging contingencies.

ARTICLE 8º.- CLAIMS FOR DEFECTS AND/OR DEFICIENCIES. During the term of the contract, THE COMPANY will have the right to file claims for any non-compliance, defects, or deficiencies in the supply subject to the contract. The contract administrator may process the claim by phone or email; however, if the claim is not resolved, the claim must be made in writing and a deadline for remedying the non-compliance will be established, considering the nature and circumstances of the cause of the claim. If THE CONTRACTOR fails to remedy the claim within this period without just cause, THE COMPANY will be exempt from any outstanding payment and will require the return of any payment it has made to THE CONTRACTOR in relation to the provision of services.

ARTICLE 9º.- CONFIDENTIALITY: THE CONTRACTOR hereby agrees that all information received from THE COMPANY, as well as any information originating from this commercial agreement, is CONFIDENTIAL and the exclusive property of THE COMPANY, and therefore undertakes not to disclose it in any way to third parties. THE CONTRACTOR undertakes to handle all information provided to it under strict confidentiality parameters.

ARTICLE 10º.- TERMINATION OF THE CONTRACT: This contract may be terminated for the following reasons: 1) By unilateral will of either party, without the need to justify the reason for their decision to terminate and without the need for any compensation on the part of either of them, only by written notice with acknowledgment of receipt to the other party, at least TEN DAYS in advance of the date on which they wish to terminate this agreement, liquidating the existing business relationship. 2) By expiration of the agreed term. 3) Both parties agree that this contract may also be terminated mutually, and in this case there will be no liability for either party and no compensation will be payable; only, the existing business relationship must be liquidated. 4) By breach by THE COMPANY of any of the clauses of this contract. 5) By breach by THE CONTRACTOR of any of the clauses hereof, agreeing to pay to THE COMPANY any damages

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and/or losses it may incur. Such payment for damages may be deducted and/or offset against any commercial obligations existing on the part of THE COMPANY and in favor of THE CONTRACTOR, which the latter expressly acknowledges, understands, and accepts herein.

ARTICLE 11º.- APPLICABLE LAW AND RESOLUTION OF DISPUTES: This contract will be governed by the laws of El Salvador. In the event of any controversy, conflict, dispute, or claim arising from this Contract, the parties submit to the jurisdiction of the courts of the city of San Salvador, Republic of El Salvador.

ARTICLE 12º.- AMENDMENTS: Notwithstanding the provisions of this contract, THE CONTRACTOR expressly agrees that, at THE COMPANY's written request, this contract may be modified by signing a new agreement and/or its annexes, if applicable.

ARTICLE 13º.- PLACE FOR RECEIVING NOTIFICATIONS: The parties designate the following addresses as the place for receiving notifications:

THE COMPANY: Calle Talamanca #30, Colonia Miramonte, District of San Salvador, Municipality of Central San Salvador, Department of San Salvador.

THE CONTRACTOR: 251 Little Falls Drive, Wilmington, DE 19808, United States of America.

IN WITNESS WHEREOF, we ratify the contents of this contract for being drafted in accordance with our wills and we sign it in two original counterparts, one remaining in the possession of each of the parties, both with equal legal value.
Signed in the District of San Salvador, Municipality of Central San Salvador, Department of San Salvador, on May 31, 2025.

COMPAÑIA DE LUZ ELECTRICA DE AHUACHAPAN, S.A.

SIGNATURE: _____
LUDWING MACDONALD VALDEZ GRANDE
LEGAL REPRESENTATIVE

AND

Signed in Miami, Florida, United States of America, on May 31, 2025.

LATIN AMERICA ADVISORY GROUP, LLC.

SIGNATURE: [Signature]_____
DAMIAN MATIAS MERLO DEBERNARDI
SOLE ADMINISTRATOR

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CERTIFICATION: Translation from Spanish into English

I, Diego D. Rodriguez, a professional translator with over 20 years of experience in the translation business, member number 231266 of the American Translators Association, President and Director of Tranlanguage Inc., a certified translation services company duly incorporated in the State of Florida, hereby certify the foregoing to be a translation made by a professional and qualified translator, fluent in the abovementioned languages and experienced in the translation of this type of documents. To the best of my knowledge and belief, this translator produced a true and accurate translation of the pertinent part of the photocopy of the source document, which is attached hereto. This certification does not cover the legitimacy of the source document nor the truthfulness of the information contained therein. In witness whereof, I set my hand and seal on June 30, 2025.

CERTIFIED TRANSLATION Tranlanguage

Translator Diego Rodriguez
American Translators Association
ATA member number 231266

Digitally signed by Diego D Rodriguez
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