Received by NSD/FARA Registration Unit 01/31/2025 4:52:14 PM

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
Vinson & Elkins LLP

2. Registration Number
7498

3. Primary Address of Registrant
845 Texas Avenue, Suite 4700, Houston, TX 77002

4. Name of Foreign Principal
Autoridad del Canal de Panamá

5. Address of Foreign Principal
Panama Canal Authority Administration Building
Balboa, Ancón
PANAMA

6. Country/Region Represented
PANAMA

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)* See Appendix for Response
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

Received by NSD/FARA Registration Unit 01/31/2025 4:52:14 PM

9. If the foreign principal is a foreign political party, state:

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The Autoridad del Canal de Panamá ("ACP") is the autonomous legal entity responsible for operating and maintaining the Panama Canal.

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.

The ACP is an autonomous legal entity created under Panama's national Constitution. It is exclusively responsible for the administration, operations, conservation, maintenance and modernization of the Panama Canal and its related activities so that it may operate in a safe, continuing, efficient and profitable manner. It is administered by a board of directors. All directors are and must be Panamanian nationals.

Received by NSD/FARA Registration Unit 01/31/2025 4:52:14 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:52:14 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
01/31/2025	Robert Denby	Sign	/s/Robert Denby
		Sign	
		Sign	
		Sign	

Received by NSD/FARA Registration Unit 01/31/2025 4:52:14 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:52:14 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
1/31/25	ROBERT DENBY	

Received by NSD/FARA Registration Unit 01/31/2025 4:52:14 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:52:14 PM

Appendix
Response to Item 7

Item 7: Indicate whether the foreign principal is one of the following: Other (specify).

Autonomous legal entity created under Panama's national Constitution.

Received by NSD/FARA Registration Unit 01/31/2025 4:52:14 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

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 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
Vinson & Elkins LLP	7498

3. Name of Foreign Principal

Autoridad del Canal de Panamá

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? 01/29/2025

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

This representation will entail legal and strategic advice relating to congressional inquiries, legislative actions, executive decisions, treaties, laws, and U.S. policy relating to the Panama Canal, as well as potential engagement with U.S. government officials in connection with such inquiries, actions, decisions, treaties, laws, and policies.

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

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

This representation will entail legal and strategic advice relating to congressional inquiries, legislative actions, executive decisions, treaties, laws, and U.S. policy relating to the Panama Canal, as well as potential engagement with U.S. government officials in connection with such inquiries, actions, decisions, treaties, laws, and policies.

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.

This representation will entail legal and strategic advice relating to congressional inquiries, legislative actions, executive decisions, treaties, laws, and U.S. policy relating to the Panama Canal, as well as potential engagement with U.S. government officials in connection with such inquiries, actions, decisions, treaties, laws, and policies.

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

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
See Appendix for Response			

$ 6,963,742.07

Total

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
See Appendix for Response			

$ 3,877,731.95

Total

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 01/31/2025 4:51:37 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
01/31/2025	Robert Denby	Sign	/s/Robert Denby
		Sign	
		Sign	
		Sign	

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 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
1/31/25	ROBERT DENBY	

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Appendix
Response to Item 12

Item 12: During the period beginning 60 days prior to the obligation to register 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? 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
11/27/2024	Panama Canal Authority	Disbursements and expenses relating to non-registerable legal services.	$ 34,425.00
12/19/2024	Panama Canal Authority	Disbursements and expenses relating to non-registerable legal services.	$ 989,226.06
12/26/2024	Panama Canal Authority	Non-registerable legal services and related disbursements and expenses.	$ 1,736,025.62
12/27/2024	Panama Canal Authority	Non-registerable legal services and related disbursements and expenses.	$ 2,463,258.22
01/14/2025	Panama Canal Authority	Non-registerable legal services and related disbursements and expenses.	$ 326,088.69
01/16/2025	Panama Canal Authority	Disbursements and expenses relating to non-registerable legal services.	$ 46,397.83
01/17/2025	Panama Canal Authority	Disbursements and expenses relating to non-registerable legal services.	$ 413,741.70
01/30/2025	Panama Canal Authority	Non-registerable legal services and related disbursements and expenses.	$ 954,578.95

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Appendix
Response to Item 13

Item 13: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal? If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
11/27/2024	British Airways	Travel expenses relating to non-registerable legal services.	$ .52
11/27/2024	British Airways	Travel expenses relating to non-registerable legal services.	$ 390.24
11/27/2024	Taxi GETT	Travel expenses relating to non-registerable legal services.	$ 47.60
11/29/2024	British Airways	Travel expenses relating to non-registerable legal services.	$ 961.63
11/29/2024	British Airways	Travel expenses relating to non-registerable legal services.	$ 401.23
12/02/2024	REED & MACKAY TRAVEL LONDON	Travel expenses relating to non-registerable legal services.	$ 401.10
12/02/2024	REED & MACKAY TRAVEL LONDON	Travel expenses relating to non-registerable legal services.	$ 249.21
12/02/2024	Taxi GETT	Travel expenses relating to non-registerable legal services.	$ 33.89
12/03/2024	GT GetTaxi (UK) Ltd.	Travel expenses relating to non-registerable legal services.	$ 648.21
12/03/2024	Land, Peter	Professional fees relating to non-registerable legal services.	$ 275.00
12/03/2024	Land, Peter	Professional fees relating to non-registerable legal services.	$ 1,512.51
12/03/2024	Mr Christopher Lewis KC	Professional fees relating to non-registerable legal services.	$ 1,860.83
12/03/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 1,617.00
12/03/2024	Carey International	Professional fees relating to non-registerable legal services.	$ 538.20
12/03/2024	1645 Advisors LLC	Professional fees relating to non-registerable legal services.	$ 9,775.00
12/03/2024	1645 Advisors LLC	Professional fees relating to non-registerable legal services.	$ 24,650.00
12/03/2024	Delta Consulting Group, Inc.	Professional fees relating to non-registerable legal services.	$ 1,960.00
12/09/2024	PR Chauffeur Service Ltd	Travel expenses relating to non-registerable legal services.	$ 1,443.32
12/09/2024	Berkeley Catering Limited	Professional fees relating to non-registerable legal services.	$ 289.71
12/09/2024	Berkeley Catering Limited	Professional fees relating to non-registerable legal services.	$ 235.31
12/09/2024	Cater Lady NYC LLC	Meal expenses relating to non-registerable legal services.	$ 1,000.65
12/09/2024	Millnet Limited	Professional fees relating to non-registerable legal services.	$ 836.67
12/09/2024	Millnet Limited	Professional fees relating to non-registerable legal services.	$ 4,465.27
12/09/2024	Addison Lee Limited	Travel expenses relating to non-registerable legal services.	$ 247.34
12/09/2024	Addison Lee Limited	Travel expenses relating to non-registerable legal services.	$ 173.74
12/09/2024	GT GetTaxi (UK) Ltd.	Travel expenses relating to non-registerable legal services.	$ 1,975.26
12/09/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 1,995.00

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

12/11/2024	David Doles	Professional fees relating to non-registerable legal services.	$ 4,025.00
12/12/2024	GT GetTaxi (UK) Ltd.	Travel expenses relating to non-registerable legal services.	$ 1,470.86
12/12/2024	Uber	Travel expenses relating to non-registerable legal services.	$ 29.37
12/12/2024	British Airways	Travel expenses relating to non-registerable legal services.	$ 11,026.96
12/12/2024	British Airways	Travel expenses relating to non-registerable legal services.	$ 11,026.96
12/12/2024	Uber	Travel expenses relating to non-registerable legal services.	$ 2.61
12/13/2024	Walker Consultants	Professional fees relating to non-registerable legal services.	$ 1,693.75
12/15/2024	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 1,335.75
12/15/2024	Uber	Travel expenses relating to non-registerable legal services.	$ 15.65
12/16/2024	Quijano, Jorge Luis	Professional fees relating to non-registerable legal services.	$ 1,020.00
12/16/2024	EZCATER Inc	Meal expense relating to non-registerable legal services.	$ 264.25
12/16/2024	EZCATER Inc	Meal expense relating to non-registerable legal services.	$ 215.00
12/16/2024	BWI Airport Transportation	Travel expenses relating to non-registerable legal services.	$ 108.45
12/16/2024	Devon & Blakely	Meal expense relating to non-registerable legal services.	$ 57.75
12/16/2024	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 2,226.25
12/16/2024	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 141.58
12/16/2024	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 45.58
12/16/2024	Chef Geoffs	Meal expense relating to non-registerable legal services.	$ 267.53
12/17/2024	GT GetTaxi (UK) Ltd.	Travel expenses relating to non-registerable legal services.	$ 732.03
12/17/2024	Roofoods Limited	Professional fees relating to non-registerable legal services.	$ 3,403.64
12/17/2024	Santis Global	Professional fees relating to non-registerable legal services.	$ 394.10
12/17/2024	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 100.40
12/17/2024	EZCATER Inc	Meal expense relating to non-registerable legal services.	$ 400.90
12/17/2024	EZCATER Inc	Meal expense relating to non-registerable legal services.	$ 203.50
12/17/2024	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 2,226.25
12/17/2024	Berkeley Catering Limited	Professional fees relating to non-registerable legal services.	$ 287.53
12/18/2024	EZCATER Inc	Meal expense relating to non-registerable legal services.	$ 280.08
12/18/2024	EZCATER Inc	Meal expense relating to non-registerable legal services.	$ 657.94
12/18/2024	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 27.56
12/18/2024	Park Hyatt Washington DC	Travel expenses relating to non-registerable legal services.	$ 450.12
12/18/2024	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 2,226.25
12/19/2024	EZCATER Inc	Meal expense relating to non-registerable legal services.	$ 313.07
12/19/2024	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 15.30
12/19/2024	EZCATER Inc	Meal expense relating to non-registerable legal services.	$ 388.03

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

12/20/2024	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 445.25
12/20/2024	CMT UK LTD	Travel expenses relating to non-registerable legal services.	$ 18.57
12/20/2024	Uber	Travel expenses relating to non-registerable legal services.	$ 262.81
12/20/2024	Heathrow Express	Travel expenses relating to non-registerable legal services.	$ 32.47
12/23/2024	Gannett Fleming Companies	Professional fees relating to non-registerable legal services.	$ 2,525.00
12/23/2024	David Doles	Professional fees relating to non-registerable legal services.	$ 8,191.86
12/23/2024	Mr Christopher Lewis KC	Professional fees relating to non-registerable legal services.	$ 29,519.59
12/23/2024	Mr Christopher Lewis KC	Professional fees relating to non-registerable legal services.	$ 6,935.83
12/23/2024	Mr Christopher Lewis KC	Professional fees relating to non-registerable legal services.	$ 2,622.08
12/23/2024	Mr Christopher Lewis KC	Professional fees relating to non-registerable legal services.	$ 32,564.58
12/23/2024	Mr Christopher Lewis KC	Professional fees relating to non-registerable legal services.	$ 4,144.58
12/23/2024	Mr Christopher Lewis KC	Professional fees relating to non-registerable legal services.	$ 26,897.50
12/23/2024	Mr Christopher Lewis KC	Professional fees relating to non-registerable legal services.	$ 22,837.49
12/23/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 36,654.00
12/23/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 30,750.00
12/23/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 68,880.00
12/23/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 15,283.50
12/23/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 63,135.00
12/23/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 3,930.00
12/23/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 16,264.50
12/23/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 27,919.50
12/23/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 9,450.00
12/23/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 24,740.10
12/23/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 19,404.00
12/23/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 74,382.00
12/23/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 3,072.30
12/23/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 18,757.20
12/23/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 64,356.60
12/23/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 15,388.45
12/23/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 13,744.50
12/23/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 28,459.20
12/23/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 10,510.50
12/23/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 45,922.80
12/23/2024	Hemming Morse, LLC	Professional fees relating to non-registerable legal services.	$ 72,682.34

12/23/2024	Hemming Morse, LLC	Professional fees relating to non-registerable legal services.	$ 144,649.30
12/23/2024	Core International Consulting LLC	Professional fees relating to non-registerable legal services.	$ 65,650.00
12/23/2024	Land, Peter	Professional fees relating to non-registerable legal services.	$ 13,566.67
12/26/2024	Jana & Gil Abogados Ltda.	Professional fees relating to non-registerable legal services.	$ 61,420.83
12/26/2024	O'Connell & Lawrence, Inc.	Professional fees relating to non-registerable legal services.	$ 84,699.41
12/26/2024	Secretariat International Inc	Professional fees relating to non-registerable legal services.	$ 6,167.08
12/26/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 33,633.60
12/27/2024	Gannett Fleming Companies	Professional fees relating to non-registerable legal services.	$ 37,675.00
12/27/2024	Jana & Gil Abogados Ltda.	Professional fees relating to non-registerable legal services.	$ 11,625.00
12/27/2024	Jana & Gil Abogados Ltda.	Professional fees relating to non-registerable legal services.	$ 15,308.33
12/27/2024	Land, Peter	Professional fees relating to non-registerable legal services.	$ 36,529.16
12/27/2024	Mr Christopher Lewis KC	Professional fees relating to non-registerable legal services.	$ 14,379.17
12/27/2024	Hemming Morse, LLC	Professional fees relating to non-registerable legal services.	$ 224,323.46
12/27/2024	1645 Advisors LLC	Professional fees relating to non-registerable legal services.	$ 17,425.00
12/27/2024	1645 Advisors LLC	Professional fees relating to non-registerable legal services.	$ 18,275.00
12/27/2024	Core International Consulting LLC	Professional fees relating to non-registerable legal services.	$ 3,712.76
12/27/2024	Core International Consulting LLC	Professional fees relating to non-registerable legal services.	$ 60,450.00
12/27/2024	Delta Consulting Group, Inc.	Professional fees relating to non-registerable legal services.	$ 87,633.75
12/27/2024	Mr Christopher Lewis KC	Professional fees relating to non-registerable legal services.	$ 28,081.66
12/27/2024	Mr Christopher Lewis KC	Professional fees relating to non-registerable legal services.	$ 33,495.01
12/27/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 118,123.50
12/27/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 14,239.50
12/27/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 222,264.30
12/27/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 3,937.50
12/27/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 6,300.00
12/27/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 121,245.68
12/27/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 20,961.00
12/27/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 89,096.70
12/27/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 4,365.90
12/27/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 3,072.30
12/27/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 102,517.80
12/27/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 18,595.50
12/27/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 55,139.70
12/30/2024	David Doles	Professional fees relating to non-registerable legal services.	$ 1,497.32

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

12/30/2024	McMullan KC, Manus	Professional fees relating to non-registerable legal services.	$ 338.23
12/30/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 525.00
12/30/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 787.50
12/30/2024	Mayer Brown International LLP	Professional fees relating to non-registerable legal services.	$ 525.00
12/30/2024	Mr Christopher Lewis KC	Professional fees relating to non-registerable legal services.	$ 1,099.58
12/30/2024	Secretariat International Inc	Professional fees relating to non-registerable legal services.	$ 401,702.50
12/30/2024	Jacobs Engineering Inc.	Professional fees relating to non-registerable legal services.	$ 1,280.00
12/31/2024	BDO LLP	Professional fees relating to non-registerable legal services.	$ 57,882.46
01/03/2025	Epiq Systems Limited	Electronic data storage and services fees relating to non-registerable legal services.	$ 12,532.28
01/03/2025	BDO LLP	Professional fees relating to non-registerable legal services.	$ 121,280.04
01/03/2025	BDO LLP	Professional fees relating to non-registerable legal services.	$ 141,004.39
01/08/2025	The Ritz-Carlton Hotel Company, LLC	Travel expenses relating to non-registerable legal services.	$ 29,184.00
01/09/2025	Berkeley Catering Limited	Professional fees relating to non-registerable legal services.	$ 151.85
01/09/2025	GT GetTaxi (UK) Ltd.	Travel expenses relating to non-registerable legal services.	$ 334.73
01/09/2025	Amazon	Food relating to non-registerable legal services.	$ 37.16
01/10/2025	Whole Foods	Meal expense relating to non-registerable legal services.	$ 91.29
01/12/2025	Uber	Travel expenses relating to non-registerable legal services.	$ 143.23
01/13/2025	Epiq Systems Limited	Electronic data storage and services fees relating to non-registerable legal services.	$ 11,350.55
01/13/2025	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 90.00
01/13/2025	Whole Foods	Meal expense relating to non-registerable legal services.	$ 20.26
01/13/2025	Whole Foods	Meal expense relating to non-registerable legal services.	$ 43.15
01/13/2025	REED & MACKAY TRAVEL LONDON	Travel expenses relating to non-registerable legal services.	$ 97.83
01/14/2025	Umai Nori	Meal expense relating to non-registerable legal services.	$ 242.39
01/14/2025	British Airways	Travel expenses relating to non-registerable legal services.	$ 22.44
01/14/2025	Whole Foods	Meal expense relating to non-registerable legal services.	$ 118.18
01/14/2025	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 44.52
01/14/2025	RIS	Meal expense relating to non-registerable legal services.	$ 282.70
01/14/2025	GT GetTaxi (UK) Ltd.	Travel expenses relating to non-registerable legal services.	$ 768.41
01/14/2025	Uber	Travel expenses relating to non-registerable legal services.	$ 81.33
01/14/2025	Circa at Foggy Bottom	Meal expense relating to non-registerable legal services.	$ 284.00
01/15/2025	Park Hyatt Washington DC	Travel expenses relating to non-registerable legal services.	$ 704.81
01/16/2025	O'Connell & Lawrence, Inc.	Professional fees relating to non-registerable legal services.	$ 24,562.50
01/16/2025	Tapia, Linares & Alfaro	Professional fees relating to non-registerable legal services.	$ 28,280.10

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

01/16/2025	Imperfecto	Meal expense relating to non-registerable legal services.	$ 329.89
01/16/2025	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 6,624.00
01/16/2025	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 3,936.00
01/16/2025	The Ritz-Carlton Washington DC	Travel expenses relating to non-registerable legal services.	$ 4,610.32
01/17/2025	Lyft	Travel expenses relating to non-registerable legal services.	$ 165.80
01/17/2025	Secretariat International Inc	Professional fees relating to non-registerable legal services.	$ 302,961.25
01/17/2025	Uber	Travel expenses relating to non-registerable legal services.	$ 83.23
01/17/2025	Walker Consultants	Professional fees relating to non-registerable legal services.	$ 2,975.00
01/17/2025	Tatte Bakery	Meal expense relating to non-registerable legal services.	$ 33.06
01/17/2025	The Ritz-Carlton	Meal expense relating to non-registerable legal services.	$ 34.10
01/18/2025	COMCAB (London) LTD	Travel expenses relating to non-registerable legal services.	$ 22.93
01/18/2025	Heathrow Express	Travel expenses relating to non-registerable legal services.	$ 31.34
01/18/2025	Amazon	Food relating to non-registerable legal services.	$ 237.44
01/18/2025	Heathrow Express	Travel expenses relating to non-registerable legal services.	$ 31.34
01/18/2025	COMCAB (LONDON) LTD	Travel expenses relating to non-registerable legal services.	$ 22.93
01/18/2025	Uber	Travel expenses relating to non-registerable legal services.	$ 10.92
01/22/2025	British Airways	Travel expenses relating to non-registerable legal services.	$ 10,567.79
01/22/2025	British Airways	Travel expenses relating to non-registerable legal services.	$ 10,312.87
01/22/2025	British Airways	Travel expenses relating to non-registerable legal services.	$ 10,567.79
01/23/2025	British Airways	Travel expenses relating to non-registerable legal services.	$ 388.90
01/23/2025	British Airways	Travel expenses relating to non-registerable legal services.	$ 384.60
01/28/2025	Roofoods Limited	Professional fees relating to non-registerable legal services.	$ 1,702.61

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

CANAL DE PANAMÁ

Terms of reference

Legal counseling service agreement

January 2025

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Contents

1. INTRODUCTION 3
a. Panama Canal Authority 3
b. Background 3
2. CLIENT 3
3. SCOPE OF THE AGREEMENT 3
4. EFFECTIVE DATE OF AGREEMENT 3
5. TERM OF AGREEMENT 3
6. SCOPE OF WORK 3
7. FEES 4
8. TASK ORDERS 4
9. BILLING 5
10. STAFFING AND KEY PERSONNEL 5
11. ACP's CONTRACTING OFFICER REPRESENTATIVE AND POINT OF CONTACT. 6
12. MEETINGS 6
13. CONFIDENTIALITY 7
14. CONFLICTS 8
15. CONTRACT ASSIGNMENT 8
16. REPEATED NON-COMPLIANCE 8
17. NULLITY 9
18. MODIFICATIONS 9
19. APPLICABLE LAW AND CLAUSES FOR SERVICES CONTRACT 9
21. ATTACHMENTS 11

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

These are the agreed terms and conditions on which Vinson & Elkins LLP ("**V&E LLP**") shall provide legal services to the *Autoridad del Canal de Panamá* (the "**ACP**") (collectively, the "Parties").

1. INTRODUCTION

a. Panama Canal Authority

The Panama Canal Authority ("**ACP**") is an autonomous public entity of public law established under the Political Constitution of the Republic of Panama with the exclusive responsibility for the administration, operation, conservation, maintenance and modernization of the Panama Canal and its related activities, in accordance with the Political Constitution of the Republic of Panama and legal regulations. Its goal is to operate the Panama Canal in a safe, continuous, efficient, and profitable manner and to guarantee the operation of the Panama Canal and the supply of water for consumption by the populations surrounding. Further information on the **ACP** can be obtained at its website, www.pancanal.com.

b. Background

This agreement is for legal and strategic advice relating to congressional inquiries, legislative actions, executive decisions, treaties, laws, and U.S. policy relating to the Panama Canal, as well as potential engagement with U.S. government officials in connection with such inquiries, actions, decisions, treaties, laws, and policies.

2. CLIENT

This Agreement establish an attorney-client relationship between **V&E LLP** and **ACP**. Therefore, this agreement does not create an attorney-client relationship with, or duties owed to any other persons or entities, including parents, subsidiaries, affiliates, joint ventures or similar entities, successors, acquirers, employees, officers, directors, shareholders, partners, members, or trustees, even if **ACP** exercises control over any of them or entities or they exercise control over **ACP**.

3. SCOPE OF THE AGREEMENT

V&E LLP will deliver their Scope of Work as set out in these terms and conditions and per Attachment 1, as included.

4. EFFECTIVE DATE OF AGREEMENT

This Agreement will come into effect since January 26th, 2025, subject to the signature by both parties.

5. TERM OF AGREEMENT

As per paragraph 4. EFFECTIVE DATE OF AGREEMENT, the agreement to be entered into will be valid until January 25th, 2026. The contract includes an optional period to be unilaterally exercised by the ACP for one (1) additional year. (Applies clause 4.28.16. RENEWAL of ACP's SINGLE TENDER DOCUMENTS). The ACP may or may not exercise this optional renewal period.

6. SCOPE OF WORK

The tasks that are part of the scope of work are detailed below:

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

a. Provide legal and strategic advice relating to congressional inquiries, legislative actions, executive decisions, treaties, laws, and U.S. policy relating to the Panama Canal, as well as potential appointments with U.S. government officials in connection with such inquiries, actions, decisions, treaties, laws, and policies.

7. FEES

The rates must be established for the basic period and for the following one year of renewal according to agreed rates between the **ACP** and **V&E LLP**.

Hourly Rates: The **ACP** agrees to pay the fees billed by **V&E LLP**, as per this agreement, where appropriate. **V&E LLP**'s fees for services are based on time spent, computed at their hourly rates for personnel performing the services according to Attachment 1 agreed rates.

Payment for services will be on an hourly-fee basis, with payments issued monthly as per paragraph 9. BILLING. Hourly rates included in Attachment 1 will be agreed between the **ACP** and **V&E LLP** on a yearly basis for so long as the Agreement remains open and will remain fixed for the respective one-year period of agreement. The rates for each personnel included in Attachment 1 are fixed firm through December 31st, 2025.

For work performed by additional personnel not included in Attachment 1, the Parties will agree to an appropriate rate using Attachment 1 as guidance. No request for change to the rates in Attachment 1 shall be considered through December 31st, 2025. Notwithstanding the foregoing, the **ACP** and **V&E LLP** may agree, at any time, to alternative billing arrangements. No attorney shall charge more than a maximum of 12 billable hours per calendar day without the approval of **ACP**.

8. TASK ORDERS

This is an estimated quantity contract, in which the Authority intends to acquire services or works from the Contractor at a fixed, predetermined unit price (see Attachment 1) in variable, full or partial amounts, depending on the needs of the Authority (Applies clause 4.28.22 "ESTIMATED QUANTITY CONTRACTS" of ACP's SINGLE TENDER DOCUMENTS).

Whenever the ACP requires any work or task under this contract, it shall request the Contractor to submit a quotation for the services, providing the Contractor with a preliminary scope of work required, the desired period for completion of this work, specific suggested milestones, and required deliverables (if applicable).

The Contractor shall, in turn, submit a proposal to the ACP that includes names of the persons who can perform the work, the maximum hours (NTE -not to exceed) required to complete the work (inside and outside Panama), the delivery time, and an estimated amount of the travel ticket costs (if any).

After mutual agreement, ACP will issue a Task Order, which will contain the maximum of billable hours of the task and the expected delivery dates, that the personnel that will be in charge shall complete such Task Order, in accordance with the hourly rates in Attachment 1.

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

9. BILLING

Prior to submitting an invoice for payment to the **ACP**, the invoice and all-time charges will be reviewed by a Partner in **V&E LLP** with personal knowledge of the work carried out by the fee earners in question and all inappropriate and non-chargeable work will be removed from the invoice prior to submittal of the invoice to the **ACP**.

V&E LLP anticipates submitting a monthly invoice for the professional services rendered.

Such monthly service invoice shall separate the amounts charged for the services rendered within the Republic of Panama and outside, and for the amount charged for the services rendered within the Republic of Panama, the invoice shall include the correspondent amount of tax withholding that shall be withheld according to clause 4.28.3 "TAX WITHHOLDINGS FROM PAYMENTS TO CONTRACTORS DOMICILED OUTSIDE OF THE REPUBLIC OF PANAMA" of the Contract. Payment will be considered due once **ACP** has reviewed and approved the **V&E LLP**'s statement and in no event later than 30 days after the **ACP** has reviewed and accepted such invoice. V&E LLP reserves the right to charge interest on amounts overdue at the rate prescribed by the **ACP**'s applicable regulations. **ACP** may at any time request details regarding any matter, specifying the individuals involved, their positions, the hours and work performed. Fees and other charges incurred in connection with our representation are not contingent upon the successful completion of any project.

In addition, **V&E LLP** may request reimbursement from **ACP** of any cost, charge, and/or expenses incurred in connection with this agreement, including those arising from the hiring of subcontractors, as long as it has been previously submitted for review and approval by the **ACP**, before performed, contracted and/or incurred.

All approved reimbursements for additional cost, charge, and/or expense, including those arising from the hiring of subcontractors will be included on the monthly invoice, duly accompanied with its correspondent support documentation.

10. STAFFING AND KEY PERSONNEL

Nicholas Henchie, a partner in **V&E LLP**, will be primary coordinator for the advice and work provided by **V&E LLP** in connection with this engagement. Nicholas Henchie will be assisted by other attorneys in **V&E LLP** and **V&E RLLP**, envisaged primarily to be those set out in Attachment 1. Depending on the issues arising during this engagement, it may be appropriate to involve more or other attorneys. **V&E LLP** will not charge **ACP** for work by anyone not contemplated in Attachment 1 without first requesting **ACP**'s consent and agreeing to an applicable rate.

Subject to prior written request for review and approval on behalf of the **ACP**, **V&E LLP** can remove or exchange any key personnel described on Attachment 1, by presenting the new personnel profile, and the reasons for its exchange, with similar or better qualifications of the new key personnel submitted.

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

If **V&E LLP** intends to subcontract part of the work to be performed, it must submit to the **ACP** the details of the subcontractor´s information and the work to be subcontracted, subject to approval by the COR of the **ACP**, as described in clause 11 of this agreement.

V&E LLP shall not alter or reduce the quality of its personnel if this adversely affects the progress or quality of the works. **V&E LLP** shall be liable for all activities conducted by the Subcontractors and for the obligations derived from performing their work and subcontracts. **V&E LLP** shall be liable before the **ACP** for work performed by its Subcontractors as if they had been performed by **V&E LLP**.

The **ACP** shall not have a direct relationship with Subcontractors. No contractual relationship whatsoever shall exist between the Subcontractors and the **ACP**. The **ACP** shall send all orders and correspondence directly to **V&E LLP**, who shall immediately deliver them to the Subcontractors avoiding any waste of time since the date considered for all purposes shall be that of **V&E LLP** notification.

11. ACP's CONTRACTING OFFICER REPRESENTATIVE AND POINT OF CONTACT.

The **ACP**'s Contracting Officer may designate Contracting Officer's representative (COR) for the technical, financial, or general administration of the contract.

On behalf of the **ACP**, the COR will be the duly established Point of Contact for communications regarding any request for services in accordance with paragraph 6. SCOPE OF WORK. All such mentioned communications shall be directed/received, exclusively to/from the designated personnel from the **ACP**'s General Counsel Office:

a. Karla Arias, KArias@pancanal.com

If deemed necessary, any modification or addition to the **ACP**'s point of contact described herein shall be duly communicated by the contracts Contracting Officer (CO).

12. MEETINGS

Meetings between **ACP** and **V&E LLP** may be carried out online through the technological platforms agreed between the **ACP** and **V&E LLP.**

The **ACP** does not foresee in-person meetings in Panama. However, exceptionally, if deemed necessary, travel expenses shall include a fixed per diem of US$ 126.00 (excluding lodging) while in the Republic of Panama and Lodging expenses for a fixed amount of US$301.75 per day.

If the ACP requires an attorney to travel to Europe, Asia, Africa and/or Oceania, travel expenses shall include a fixed per diem of US$150.00 and lodging expenses will be for a fixed amount of US$348.00 per day.

If the ACP requires an attorney to travel to the United States, Canada, Argentina, Brazil and/or Chile, travel expenses shall include a fixed per diem of US$168.00 and lodging expenses will be for a fixed amount of US$445.75 per day.

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

If the ACP requires an attorney to travel to Mexico, Central America, Caribbean and the rest of South America, travel expenses shall include a fixed per diem of US$87.50 and lodging expenses will be for a fixed amount of US$203.00 per day.

The ACP will accept business-class tickets for all trans-Atlantic and trans-Pacific travel. However, for travel to Panama, attorneys will charge a maximum of 10 hours travelling time (5 hours each way) for a round trip from London and 5 hours (2.5 hours each way) for a round trip from United States. If work in excess of such time is undertaken whilst travelling, this may be charged at agreed rates.

All costs incurred by the attorney for travel, per diem, and incidental expenses in the performance of any work shall be paid by the ACP in accordance with the terms agreed to under this clause and the Terms of Engagement. All travel to Panama or any of the other places mentioned above shall be notified in advance to the Contracting Officer for coordination.

V&E LLP shall be responsible for obtaining all visas and permits necessary for Panama and/or any of the other places mentioned above entry/exit, and shall include these costs in the proposal for services.

13. CONFIDENTIALITY

V&E LLP will keep confidential any information provided by **ACP**, except as required or authorized by law or **ACP. V&E LLP** has agreed to keep such information confidential, subject, however, to the requirements of law, regulations, and the professional rules governing its conduct.

By virtue of the foregoing, **ACP,** and **V&E LLP** mutually agree to take reasonable steps to:

a. Maintain in secret and strict confidentiality all the "Confidential Information" to which they have access, whether in written, verbal, electronic form or by any other means. In this sense, they must protect and preserve the confidential nature of all the information handled, processed, and no longer obtain records or copies of the confidential information, unless it is required for the execution of this contract, forcing them to return it together with any copy (s) of the same, once it has been requested in writing by the interested party.

b. Prevent the unauthorized use or reproduction of any material that contains "Confidential Information" as provided in this agreement.

c. Prohibit anyone, any copy, or any other form of reproduction of said materials, except to the extent necessary to provide such information to those who have the right to access it, as established by the "Confidential Information" itself.

d. Ensure that its employees, officers, advisers, representatives (including lawyers, technical personnel, etc.), and/or its subcontractors, comply with the terms of this agreement.

e. To communicate all leaks of information of which they have or become aware of caused by infidelity, recklessness or other omissions of the people who have accessed the

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

confidential information, on the understanding that such communication does not exempt any of the Parties from liability.

f. Do not disclose the "Confidential Information" referred to in this agreement to any person without the prior written authorization of the other party unless it is required by virtue of an applicable legal norm and by a competent authority. In the latter case, each party shall endeavor, to the extent of its possibilities, if the judicial or administrative order permits, to inform the other party of such request by the competent authority in question, to the highest possible brevity, upon receipt of such request.

g. Take the necessary measures to protect the confidentiality of information that is confidential and agree not to use "confidential information", to compete unfairly or take advantage of it in any commercial activity that may be similar or comparable to the commercial activity of the counterparty, which it has for its clients, contemplated, or related to this agreement.

h. **ACP** and **V&E LLP** undertake not to use the "Confidential Information" for any purpose other than that indicated in this contract.

i. The provisions of this Clause shall survive the cancellation or termination of this agreement and for up to a period of five (5) years.

14. CONFLICTS

The **ACP** agrees that **V&E LLP** may represent other persons or entities whose interests are adverse, whether in transactions, bankruptcy, litigation, or arbitration or other adverse proceedings, to the interests of the **ACP** in matters not substantially related to matters **V&E LLP** are handling for the **ACP**, as long as it does not represent a limitation or impediment to render impartially the services, herein included, to the **ACP** in accordance with the terms of this agreement.

V&E LLP agrees, however, that the **ACP**'s consent to adverse representation shall not apply in any instance where, as a result of **V&E LLP**'s representation of the **ACP**, **V&E LLP** have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of **V&E LLP**, could be used in a matter in which **V&E LLP** is retained by **V&E LLP**'s other client to **ACP**'s material disadvantage unless **V&E LLP** has screened its lawyers and paralegals who have such information from any involvement in the adverse representation.

15. CONTRACT ASSIGNMENT

V&E LLP may not assign, in whole or in part, the rights and obligations of this agreement, without the prior written consent of the **ACP**.

16. REPEATED NON-COMPLIANCE

The fact that the **ACP** allows **V&E LLP** once or several times to fail to fulfill its obligations or to fulfill them partially or imperfectly or in a manner different from what is agreed or does not insist on the fulfillment of such obligations or does not timely exercise the contractual or legal rights that correspond, will not be considered as a modification to this contract, nor will it hinder in any case that in the future **ACP** insists on the faithful fulfillment of the obligations in charge of **V&E**

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

LLP, or that it exercises the rights that correspond to it according to the laws and the present contract.

17. NULLITY

It is understood and agreed that if any clause, obligation or provision of this document is totally or partially void for any reason; or if any of the provisions of this document are null and void under the laws of the Republic of Panama, the other clauses, obligations or provisions will continue to be in full force as if the clause, obligation or provision left without effect had not been stipulated or agreed.

18. MODIFICATIONS

ACP and **V&E LLP** agree that any modification to this contract must be in writing and signed by the authorized representatives of both parties and/or in accordance with this agreement and the **ACP** Acquisitions Regulations.

19. APPLICABLE LAW AND CLAUSES FOR SERVICES CONTRACT

This agreement will be subject and executed in accordance with the provisions of this Agreement, the **ACP** Acquisitions Regulations (https://pancanal.com/wp-content/uploads/2024/10/Compendio-Contrataciones-octubre-2024.pdf), and the Single Tender Documents: Contractual Clauses (https://pancanal.com/wp-content/uploads/2024/11/Annex_-4.pdf), the Organic Law of the **ACP** and, in addition, by any other applicable provisions of Panamanian law. The interpretation of the rules of the Regulations of the **ACP** and that of the Contract will always attend to the fundamental object of the legal functions recognized to the Authority and to the principle of equity in the relationship with **V&E LLP**.

20. TERMINATION

Upon the **ACP**'s request received at the termination of the attorney-client relationship, its papers and physical property ("Client Property") will be returned to the **ACP**. **V&E LLP** reserves the right to destroy or otherwise dispose of any Client Property in its possession 90 calendar days after the termination of the attorney-client relationship. **V&E LLP**'s files, including attorney work product, pertaining to the **ACP**, will be retained, stored, or destroyed by **V&E LLP** in accordance with its then-effective policies and procedures.

Either the **ACP** or **V&E LLP** may terminate the attorney-client relationship at any time for any reason by written notice, subject on our part to the applicable rules of professional conduct. Unless otherwise terminated, the Parties' attorney-client relationship will be considered terminated at the earlier of our completion of the specific services for which **V&E LLP** has been retained and 12 months after the last date **V&E LLP** furnished any billable services. If the attorney-client relationship has been, or is deemed to have been, terminated pursuant to either of the foregoing sentences, the fact that **V&E LLP** or one or more persons associated with **V&E LLP** may be identified as a recipient of (and, in fact, may receive) notice on behalf of the **ACP** shall not negate such termination nor constitute the continuation or revival, or evidence the continuation or revival, of the attorney-client relationship. Termination will not affect the **ACP**'s responsibility for payment of outstanding statements and accrued items incurred before termination or incurred thereafter in connection with an orderly transition of matters. If **V&E LLP** is retained and

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

agrees to perform further or additional services, the Parties' attorney-client relationship will be revived, subject to these and any other supplemental terms of engagement. The fact that **V&E LLP** may inform the **ACP** from time to time of developments in the law which may be of interest, by newsletter or otherwise, should not be understood as a revival of an attorney-client relationship. Moreover, **V&E LLP** has no obligation to inform the **ACP** of such developments in the law unless it is engaged in writing to do so.

Autoridad del Canal de Panama	**Vinson & Elkins, LLP**
Name: Bianca P. McKinnon	Name: Nicholas Henchie
Title: Contracting Officer	Title: Partner
Address: Building 710, Balboa	Address:
Date: January 29, 2025	Date: 29 January 2025

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM

21. ATTACHMENTS

Attachment 1

V&E LLP and V&E RLLP Attorney Rates – Valid through December 31, 2025

Lawyer	Rates (USD)
Mike Dry, Partner	$1500
Zachary Terwilliger	$1500
Nicholas Henchie, Partner	$1400
Jeremy Marwell, Partner	$1175
Max Etchemendy, Partner	$1025
Scott Stiegler, Partner	$1050
Peter Thomas, Senior Associate	$910
Ben Grunberger Senior Associates	$895
Nathan Campbell, Associate	$780
Lauryn Preheim, Associate	$500
Gabrielle Gunshol, Associate	$500
Madi Torrez, Associate	$500
Paralegals	$315

Received by NSD/FARA Registration Unit 01/31/2025 4:51:37 PM