Received by NSD/FARA Registration Unit 04/07/2025 11:38:16 AM

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 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
Rally Public & Investor Relations LLC

2. Registration Number
7566

3. Primary Address of Registrant
13 Star Ridge Rd., North Salem, NY 10560

4. Name of Foreign Principal
Hector Sulaiman

5. Address of Foreign Principal
Mexico City
Mexico City
MEXICO

6. Country/Region Represented
MEXICO

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

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☒ Individual-State nationality MEXICO

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.

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

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

b) Aim, mission or objective of foreign political party

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

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

Investor

b) Is this foreign principal:

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

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

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
04/07/2025	Michael Holtzman	Sign	/s/Michael Holtzman
		Sign	
		Sign	
		Sign	

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Date	Printed Name	Signature
3/30/25	MICHAEL HOLTZMAN	

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public 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
Rally Public & Investor Relations LLC	7566

3. Name of Foreign Principal

Hector Sulaiman

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? 03/08/2025

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

As described in the agreement.

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

Research and information gathering on policy changes affecting bilateral U.S.-Mexico commerce. Introduction of potential investors to the foreign principal. Advice on bilateral trade and commercial policy.

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.

ECONOMIC DEVELOPMENT and INVESTOR OUTREACH. ENGAGEMENT and DISCUSSION WITH POLICYMAKERS, BUSINESSPEOPLE, ACADEMICS.

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 ☒

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

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

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

Date	Contact	Method	Purpose

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

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
03/20/2025-03/20/2025	Foreign Principal	Carry out the contract	$ 81,000.00

$ 81,000.00
Total

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 ☐

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
03/21/2025-03/21/2025	ISG LLC	Conduct research on tariffs and policy positions	$ 15,000.00

$ 15,000.00
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.

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EXECUTION

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Date	Printed Name		Signature
04/07/2025	Michael Holtzman	Sign	/s/Michael Holtzman
		Sign	
		Sign	
		Sign	

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Date	Printed Name	Signature
3/30/25	MICHAEL HOLTZMAN	

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CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement) is made and entered into by and between Rally International Public and Investor Relations, LLC ("AGENCY" or "Consultant"), organized under the laws of the State of New York having its principal place of business at 13 Star Ridge Rd, North Salem NY 10560 (USA) and INCLUDE CLIENT'S NAME (" Client ") having its principal place of business at (each a "Party" and collectively, the "Parties").
Hector Sulaiman, a cutizen of Mexico.

WHEREAS, [the AGENCY is providing the Client an array of services designed to deliver for the client an improvement in the perception of Mexico as attractive country for international investment in strategic sectors of interest to the Client including, but not limited to, energy, mining, agriculture, infrastructure, technology, cyber security and tourism. The Parties will also discuss the AGENCY's introduction of international investors and services to the Client and the appropriate structure of these services and investments and is desirous to engage the AGENCY to perform selected services described herein; and

WHEREAS, the AGENCY provides, among other things, strategic guidance to international businesses wanting to align with the right partners in the U.S. and internationally; and advice to mitigate trade restrictions or sanctions, and negative political, economic and image related issues that hinder success; and

WHEREAS, the AGENCY's services are designed to deliver for the Client an improvement in the perception of Mexico as an attractive country for international investment in and partnership with the Client in strategic sectors including, but not limited to, energy, mining, agriculture, infrastructure, technology, cyber security, entertainment and tourism.

WHEREAS, the Client is desirous that the AGENCY provide it these introductory, facilitation, and market enhancement services and attract into Mexico international investors, partners, suppliers and business relationships;

NOW, THEREFORE, the Parties agree as follows:

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1. **Term.** The Term of this Agreement shall commence on March 1 , 2025 (the "Effective Date"), and shall expire six months after the Effective Date, unless earlier terminated in accordance with the Agreement. The Term may be extended only upon execution of a written amendment, signed by the authorized representatives of both parties.

2. **Scope of Services.** During the Term, Consultant shall, with the agreement and direction of the Client, provide an array of services intended to deliver the opportunity for investment and partnership with the Client in Mexico in strategic sectors including, international investment in strategic sectors such as energy, mining, agriculture, infrastructure, technology, cyber security and tourism or any other such services required by the client and agreed to by the AGENCY

3. **Compensation and Costs to Consultant.** In consideration of the Services performed under this Agreement, the Client shall compensate Consultant with a monthly fee of $75,000 (US) per month payable in advance either monthly or in full. The Parties further agree that a separate Introductory Fee or compensation arrangement will be agreed to by the Parties in advance for each investment, partnership and/or commercial relationship arranged and facilitated by the AGENCY.

   The AGENCY shall be entitled to business class international travel and subsistence expenses, and expenses related to consultancy and advisory services, all of which must be authorized in advance by the Client or its authorized agents

4. **Information Evaluation.** The Client is solely responsible for evaluating information provided by the AGENCY and will make all decisions relevant thereto. Neither or any of its principals, shareholders, directors, officers, or employees shall be liable for the outcome of any Products and Services outlined in this Agreement, including but not limited to any loss of principals or returns that fail to meet the Client's expectations.

5. **Tax Matters.** AGENCY hereby agrees and certifies that it is an independent consultant for all tax purposes, including for United States federal and/or state tax purposes. AGENCY understands and agrees that it is

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independently responsible for the payment of all taxes, including US federal, state and local income taxes arising out of AGENCY's activities and receipt of fees pursuant to this agreement, and the Client, is not responsible for, and will not withhold, any taxes, including US federal or state income taxes from any payments made to the AGENCY.

6. Compliance with Anti-Terrorism and Anti-Corruption Laws.

The parties represent and warrant to each other that neither they or any member of their team are associated with, controlled by, or acting on behalf of any individual or organization (each, a "**Listed Person**") on any U.S. government, E.U., or U.N. list of suspected terrorists, such as the list of Specially Designated Nationals maintained by the U.S. Treasury Department's Office of Foreign Assets Control and the list annexed to U.S. Executive Order 13224 (each, a "**Watch List**").

Neither they or any member of their team will knowingly employ or contribute funds or otherwise provide material support to: (a) any Listed Person; (b) any organization having one or more directors or key personnel included on any Watch List, to any person acting on behalf of, controlled by, or associated with a person on any Watch List; or (c) any other person who they believe provides material support to terrorist organizations or terrorists or for terrorist activity.

The parties represent and warrant to each other that neither they or any member of their team are, directly or indirectly: (a) an official, officer, employee, or representative of any governmental agency, authority, or instrumentality, or any subdivision thereof, any public international organization, or any political party (each, a "**Covered Body**"); or (b) a candidate for political office.

The parties will not allow themselves or any member of their team, to perform any of the following acts in connection with this Agreement or the Services: pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any

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official, officer, employee, or representative of any Covered Body or to any candidate for political office, for the purpose of: (a) influencing any act or decision of that person in his official capacity, including a decision to fail to perform his official functions with such Covered Body; (b) inducing such person to use his influence with such Covered Body to affect or influence any act or decision of such Covered Body; or (c) securing any improper advantage.

If either party or any member of its team breaches any of the covenants set out in Section 6: (a) this Agreement is void; and (b) the injured party has a right of action against the other and its team, jointly and severally, for the amount of any monetary payment or thing of value made or given by said party or any member of its team in breach of any such covenant.

The parties will take all reasonable precautions to ensure compliance with this Section 6 and the parties will also require other recipients of Fees to comply with this Section 6

7. Additional Representations and Warranties. The parties hereby represent and warrant to each other that:

They will perform the Services in a competent and professional manner;

They are familiar with the OECD Convention and other anti-corruption laws relevant to this Agreement;

They are not a party to any agreement with, and have no other understanding with, any other person that would prevent them from entering into, or performing their obligations under, this Agreement; and

Their performance of this Agreement will not result in a breach of, default under, or conflict with any agreement or duty to keep in confidence proprietary

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information of any other person that has been acquired by him in confidence or in trust at any time.

8. Relationship Between the Parties. This Agreement will not be construed to create between the parties any relationship of employment, principal or agent, joint ventures, co-partners or any other similar relationship, the existence of any such relationship is hereby expressly denied by the CLIENT, and the AGENCY.

Each party agrees that it will defend, indemnify, and hold harmless the other, its affiliates, and its and their respective directors, officers, employees, agents, attorneys, and assigns from and against all claims, liabilities, suits, losses, damages, and expenses, including without limitation costs and attorneys' fees (collectively, "**Claims**"), relating to or resulting from the breach by the party of any of their representations, warranties, or covenants made in this Agreement.

9. Confidentiality and Non Circumvention. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.

When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access

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to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. Each Party shall use Confidential Information only for the Purpose. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise used or disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products or information without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it information, data, concepts, systems or techniques that are similar to or compete with the information, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

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Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

(a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or

(b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or

(c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or

(d) Is approved for release (and only to the extent so approved) by the disclosing Party; or

Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

If a Party is required by judicial or administrative process to disclose the Confidential Information provided by the disclosing Party, then such Party shall promptly notify the disclosing Party and allow the disclosing Party a reasonable time to oppose such process.

The parties further undertake, for a period of 24 months of the execution of this agreement not to, in any manner, solicit, nor accept any business, enter any partnerships, distribution, consulting or acquisition agreements with its introduced source(s) or its Affiliates, which sources were made available through this agreement, without the express written permission of the party who made available the source. The parties will maintain complete confidentiality regarding each other's business sources and/or their Affiliates. They will not enter into business transactions with the introduced sources for the direct or indirect development of opportunities introduced, the names of which has been provided by one another and undertake not to make use of a third party to circumvent this clause, in addition to the confidentiality provisions above. The parties agree that in the event of circumvention of this Agreement by either party, directly or indirectly, the

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circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses.

Administrative Provisions

10. Entire Agreement. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to its subject matter. Each party acknowledges that no representations, inducements, promises, or agreements, whether oral or written, have been made by any party, or on behalf of any party, that are not embodied in the provisions of this Agreement. No agreement, promise, or statement not contained in this Agreement is valid and binding, unless agreed to in writing and signed by the parties sought to be bound thereby.

11. Amendment and Waiver. No breach of any provision of this Agreement may be waived unless in writing. Waiver of any breach of any provision of this Agreement may not be deemed a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by the parties.

12. Severability. If any provision contained in this Agreement is held by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions are not in any way affected or impaired by such holding and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute for each invalid and unenforceable provision in light of the tenor of this Agreement and, upon so agreeing, will incorporate such substitute provision into this Agreement

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Choice of Law and Arbitration. This Agreement is governed by, and must be construed in accordance with, the laws of the State of New York, without regard to its principles of conflicts of law. Jurisdiction for any dispute shall be in New York, New York. The Parties shall strive to settle any dispute arising from the

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interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, then the Parties shall settle the dispute by arbitration in the State of New York . The arbitration proceedings shall be conducted in English and shall take place in the State of New York. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives and intending to be legally bound, hereby acknowledge that they have read the foregoing Agreement and by their signature, execute this Consulting Services Agreement on the Effective Date of the Agreement, and in the name of the party for which they have given their signature.

INCLUDE THE NAME OF CLIENT

Hector Sulaiman Dated: 26/02/25

Rally International Public and Investor Relations, LLC

By:

Michael Holtzman Rally International Public and Investor Relations, LLC

Dated: 8 March 2025

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