

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 Perceptual Advisors LLC	2. Registration Number 7263
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3. Primary Address of Registrant
 1000 Brickell Ave., Suite 715, Miami, FL 33131

4. Name of Foreign Principal Secretaria General de Comunicacion del Gobierno, Republica de Ecuador (via Global Research and Asset Management LLC)	5. Address of Foreign Principal Chile OE6-21 and Benalcazar Quito ECUADOR 170401
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6. Country/Region Represented
 ECUADOR

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

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Secretaria General de Comunicacion del Gobierno

b) Name and title of official with whom registrant engages
 Wendy Reyes, Secretaria General de Comunicacion del Gobierno

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.

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

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

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

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

b) Is this foreign principal:

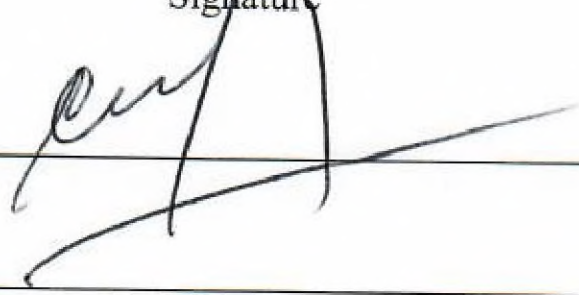
- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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.

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
04/25/23	CLAUDIA GIOLA	

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
Perceptual Advisors LLC

2. Registration Number
7263

3. Name of Foreign Principal
Secretaria General de Comunicacion del Gobierno, Republica de Ecuador (via Global Research and Asset Management LLC)

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? 04/05/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Perceptual Advisors will provide public relations support and strategic counsel to Ecuador's Secretaria General de Comunicacion both within the U.S. and globally. Such services may include outreach to various opinion leaders (think tanks, etc.), as well as media outreach to various U.S. and international media outlets.

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

Perceptual Advisors will provide public relations support and strategic counsel to Ecuador's Secretaria General de Comunicacion both within the U.S. and globally. Such services may include outreach to various opinion leaders (think tanks, etc.), as well as media outreach to various U.S. and international media outlets.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

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

Perceptual Advisors will provide public relations support and strategic counsel to Ecuador's Secretaria General de Comunicacion both within the U.S. and globally. Such services may include outreach to various opinion leaders (think tanks, etc.), as well as media outreach to various U.S. and international media outlets.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

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.

Perceptual Advisors will provide public relations support and strategic counsel to Ecuador's Secretaria General de Comunicacion both within the U.S. and globally. Prior to registration, Registrant reached out to the media outlets indicated below. Perceptual Advisors also reached out to a think tank to discuss U.S.-Ecuador relations.

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

Date	Contact	Method	Purpose
See Appendix for Response			

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

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
04/05/2023	Global Research and Asset Management LLC	Fees per contract	\$ 125,000.00

\$ 125,000.00

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

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
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1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

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

Date	Printed Name	Signature
04/26/2023	Claudia Gioia	/s/Claudia Gioia
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

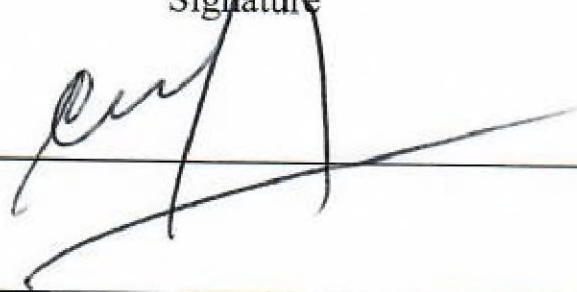
Date

Printed Name

Signature

04/25/23

CLAUDIA GIOLA



Appendix

Response to Item 11-Detail

Date	Contact	Method	Purpose
04/07/2023	Tom Goldstone (producer)/ Emily Welth for Fareed Zakaria, CNN GPS	Email	Discuss potential briefing with President Lasso
04/07/2023	Michael Stott, Financial Times	Email	Coordinate meeting with President Lasso
04/07/2023	Atahualpa Amerise, BBC	Email	Follow up re: question
04/07/2023	Glenn Kessel, Washington Post	Email	Discuss potential briefing with President Lasso
04/08/2023	Sara Munoz, Wall Street Journal	Email	Discuss potential briefing with President Lasso
04/10/2023	Andres Oppenheimer, CNNE and Miami Herald	Email WhatsApp Phone	Briefing re: President Lasso's initiatives
04/10/2023	CNN	Text message and Phone	Schedule a media interview
04/10/2023	Santiago Perez, Wall Street Journal	Email	Discuss potential briefing with President Lasso
04/10/2023	Steve Clemmons, Semafor	Email	Discuss potential briefing with President Lasso
04/10/2023	Emma Hogan, The Economist	Email	Discuss potential briefing with President Lasso
04/11/2023	Steve Clemmons, Semafor	Text message	Follow up
04/12/2023	Morgan Chalfant, Semafor	Google meet	Pre-interview discussion
04/13/2023	Daniel Garcia Marco, BBC Mundo	Email	Discuss potential briefing with President Lasso
04/13/2023	Joshua Goodman, Associate Press	Email	Discuss potential briefing with President Lasso
04/13/2023	Sara Munoz, Wall Street Journal	Email	Introduction to Wendy Reyes
04/13/2023	Santiago Perez, Wall Street Journal	Email	Introduction to Wendy Reyes
04/13/2023	Morgan Chalfant, Semafor	Email Phone	Discuss potential briefing with President Lasso
04/13/2023	Emma Hogan, The Economist	Email	Introduction to Wendy Reyes
04/14/2023	Fareed Zakaria, CNN GPS	Email	Discuss potential briefing with President Lasso
04/14/2023	Emma Hogan, The Economist	Email	Follow-up re: potential briefing
04/14/2023	Joshua Goodman, Associate Press	Email	Follow-up re: potential briefing
04/14/2023	Santiago Perez and Ryan Dube, Wall Street Journal	Email	Coordinate potential briefing
04/17/2023	Morgan Chalfant, Semafor	Email	Reschedule interview with President Lasso

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is entered into as of April 5th (the "Effective Date") by and between **Global Research and Asset Management LLC** (the "Client") and **Perceptual Advisors LLC** (the "Consultant"). Together, they shall be referred to as the "Parties."

The parties agree:

1. SERVICES.

1.1 In consideration for the compensation to be paid by the Client pursuant to Section 2 of this Agreement, the Consultant shall provide the services outlined in the Scope of Work, contained herein and incorporated as "Addendum 1."

2. COMPENSATION

2.1 Professional Fees. Compensation and Scope of Work are included below in the section labeled "Addendum 1." All terms set forth in the Addendum shall be considered a part of this Agreement and incorporated herein in full.

2.2 Costs and Other Expenses. ~~The Consultant will be reimbursed for all expenses related to the service provided such as but not limited to: Parking, transfers, mileage, meals, travel costs, production, reproduction of materials, legal translations, etc. There is a one-time fee of USD 1,500 for software licenses, subscriptions and administrative costs.~~

3. RELATIONSHIP OF THE PARTIES.

3.1 The Consultant will, for all purposes, be deemed to be an independent contractor with respect to the provision of the Services and will not be considered (nor will any of his employees or agents be considered) an agent, employee, commercial representative, partner, franchisee or joint venturer of the Client.

4. COMPLIANCE WITH LAWS.

4.1 General Compliance with Laws. The Consultant shall always comply with all laws applicable to this Agreement and the provision of the Services. Without limiting the generality of the foregoing, the Consultant shall not engage in any activity or transaction while providing the Services that violates any applicable law.

5. NON-DISPARAGEMENT.

5.1 Each of the Client and the Consultant agrees not to publicly make any disparaging or negative comment to any other person or entity regarding (i) any party hereto or (ii) any of the Affiliates, owners, directors, officers, shareholders,

members, employees, attorneys or agents of any party hereto.

6. CONFIDENTIAL INFORMATION.

6.1 By virtue of the Consultant's provision of the Services to be performed through this Agreement, the Consultant has obtained and will obtain or have access to the Client's and its Affiliates' Confidential Information. "Confidential Information" means any and all confidential and proprietary information of the Client or its Affiliates, successors and assigns, whether in oral, written, graphic or machine-readable form, including without limitation: know-how, trade secrets, business methods and practices, techniques; security measures; materials, products, facilities, materials and other pricing and price lists; customer lists; current and/or prospective business relationships and transactions; policy, operational and business decisions; inventions, improvements, concepts and ideas; business plans and proposals; technical data, research reports, designs and specifications; new product and service developments; comparative analyses of competitive products, services and operating procedures; and other confidential and proprietary information, data and documents now existing or later acquired by the Client or any of its Affiliates, successors and assigns regardless of whether any of such information, data or documents qualify as "trade secrets" under any applicable laws, including, without limitation, the existence or terms of this Agreement.

As used in this Agreement, "Affiliate" means any person or entity directly or indirectly controlling or having the power to control or be controlled by or being under common control with another person or entity. For this purpose, "control" means the direct or indirect possession of power to direct or cause the direction of the management or policies of such party, whether through ownership or stock or other securities, by contract or otherwise. Ownership of more than fifty percent (50%) of the beneficial interest of an entity shall be conclusive evidence that control exists. Notwithstanding the foregoing, the following shall not constitute Confidential Information:

- (i) information which was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Consultant;
- (ii) information which is disclosed with the prior written approval of the Client;
- (iii) information which becomes known to the Consultant, without restriction, from a source other than the Client or any of its Affiliates without breach of this Agreement or of any other agreement with the Client (including the prior employment agreement) by the Consultant and otherwise not in violation of Client's rights; or
- (iv) information which is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body.

7. NON-DISCLOSURE.

7.1 The Consultant agrees that, except as expressly authorized by the Client and only to the extent necessary for the Consultant to perform the Consultant's duties hereunder, the Consultant will not at any time (during the Consultant's engagement hereunder or at any time thereafter) disclose to any person or use any Confidential Information whatsoever for any purposes whatsoever other than as may be needed for the Consultant to perform his obligations and provide the Services under this Agreement, or permit any person whatsoever to examine and/or make copies of materials in any media tangible or otherwise, embodying any Confidential Information prepared by the Consultant or that comes into the Consultant's possession or under the Consultant's control by reason of the Consultant's engagement hereunder or by reason of any services the Consultant has performed or may in the future perform for the Client which contain or are derived from Confidential Information. The Consultant further agrees that, while engaged hereunder, no Confidential Information shall be removed from the Client's business premises without prior written consent of the Client. Additionally, the Consultant agrees that it shall treat as Confidential Information any and all information regarding or received from third parties by the Client either previously or at any time during the Consultant's engagement hereunder and that the Client is obligated not to disclose or use. The Consultant shall not, at any time while engaged hereunder, improperly use or disclose any proprietary information or trade secrets of any former or concurrent

8. NON-SOLICITATION.

8.1 During the period of this Agreement and for so long as Confidential Information remains confidential, the Consultant shall not, on the Consultant's own behalf or on behalf of any person, firm or corporation, or in any capacity whatsoever, (i) use Confidential Information to solicit any persons or entities with which the Client or any of its Affiliates, successors or assigns had contracts or was negotiating contracts regarding products or services during the Consultant's engagement to cease doing business with Client, (ii) induce, suggest, persuade or recommend to any such persons or entities that they terminate, alter or refrain from renewing or extending their relationship with the Client or any of its Affiliates, successors or assigns or become a client of the Consultant or any third party, or (iii) use Confidential Information of the Client to further the Consultant's own or the Consultant's other clients' business or personal interests. Although the Consultant has the right to engage his own assistants and employees and vendors to provide the Services under this Agreement, should the Consultant elect to do so, it shall require each such person to enter into an agreement to preserve the confidentiality of the Client's Confidential Information to the same degree as the Consultant is obligated hereunder. Should the Consultant become aware that anyone the Consultant engages to facilitate providing the Services hereunder has engaged in conduct that, if engaged by the Consultant would be a breach of its duties and obligations hereunder, the Consultant agrees to immediately notify the Client of such conduct.

9. FORCE MAJEURE

Perceptual Advisors LLC will not be responsible for losses, damages, injuries or delays due to causes beyond its control (without prejudice to the generality of the expression) such as government actions, strikes, lockouts, fire, lightning, aircraft explosion, floods, riots, civil commotions, acts of war, terrorism, misdeeds or theft, unless the services provided are significantly interrupted for the causes mentioned above. The rate to be paid with respect to the interruption period will be reduced to the amount that Perceptual Advisors LLC deems reasonable at its own discretion.

10. TERM & TERMINATION

10.1 The term of this Agreement commences on the Effective Date and continues for a period of 45 days. Except as otherwise set forth above, this Agreement may be terminated at any time during the Term of the Agreement by either party upon not less than 30 (thirty) days written notice to the other. The respective rights, duties, and responsibilities of the parties shall continue in full force during the 30-day notice period ("Notice Period").

11. INDEMNIFICATION.

The Parties agree to indemnify, defend, protect and hold each other and their Affiliates and all of their respective officers, directors, members, shareholders, employees, agents and representatives harmless from and against any and all claims, demands, damages, judgments, costs, losses, penalties, fines, liens, suits, expenses and liabilities, including, without limitation, reasonable attorneys' fees and costs and expenses incident thereto (collectively, the "Claims"), related to or arising out of any breach of any representation, warranty or obligation of the Consultant or the Client set forth in this Agreement.

12. INTERNATIONAL CORRUPT PRACTICES ACT

The parties agree that Perceptual Advisors LLC shall be subject to the provisions of the International Corrupt Practices Act, 15 U.S.C. §78dd-2 (hereinafter referred to as the "Law"). The parties mutually agree that neither they nor their employees, representatives and intermediaries will directly or indirectly pay or allow or allow a sum of money or anything of value to be paid to government officials of a nation or political subdivision or to their agencies, channels, corporations or companies or a political party, officials or candidates in order to influence the actions, omissions or decisions, in an official capacity of said official, party or candidate in clear violation of their obligations or in order to induce them to exert their influence on the actions or decisions of said government or channel or in obtaining or contracting business with Perceptual Advisors LLC.

In addition, before making the payment of a sum of money or something of value on behalf of Perceptual Advisors LLC or with funds directly or indirectly delivered by Perceptual Advisors LLC, the parties will carry out an investigation when the circumstances so warrant

as to whether the immediate recipient and recipient or beneficiary principal of said payment has official status in the government of a nation or political subdivision, in its agencies, channels, corporations or enterprises, or in a political party, official or representative of a candidate running for political office.

If a party becomes aware of a possible violation of the Law or of facts and circumstances from which a prudent person would conclude that a further investigation is necessary to determine whether such violation has occurred, is occurring, or is likely to occur, said party will immediately notify this violation, fact or circumstance to the representatives designated by Perceptual Advisors LLC and will cooperate promptly and will summon all agents, employees and third parties that Perceptual Advisors LLC hires or summons in this regard so that they cooperate promptly with the investigation or investigation that Perceptual Advisors LLC carries out.

The parties undertake that in the event of hiring or employing consultants or other personnel who comply with the terms of this Agreement or Letter of Commitment, said consultants will sign and comply with the commitment of the International Corrupt Practices Act.

13. ACKNOWLEDGMENT; SEVERABILITY.

The Consultant acknowledges that the Consultant has carefully read and considered the provisions of this Agreement, and having done so, agrees that the restrictions set forth are fair and reasonably required for the protection of the legitimate business interests of the Client and its Affiliates, successors and assigns. In the event that, notwithstanding the foregoing, any part of the covenants set forth shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included herein. In the event that any provision of this Agreement shall be declared by a court of competent jurisdiction to be unreasonable or unenforceable, the court shall enforce the provision in a way which it deems to be reasonable and enforceable.

14. NOTICES.

All notices and other communications pursuant to this Agreement shall be in writing and shall be delivered in person, by email or facsimile transmission (with confirmation of receipt) or by internationally recognized express courier service to the parties as follows:

If to the Client: MACIAS @ GRAM USA . COM
~~1200 South Pine Island Road, Plantation, FL 33324~~


If to the Consultant: 1000 Brickell Avenue, Suite 715, Miami, FL 33131

or at such other address (electronic or physical) as any one of the

parties may from time to time designate by written notice given as herein required.

15. GOVERNING LAW AND CONSENT TO JURISDICTION.

15.1 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida without regard to its principles of conflicts of law that would cause the application of laws of any jurisdiction other than those of the State of Florida.

AMT CONFLICT SHOULD BE RESOLVED WITH ARBITRATION, IN PRIVATE, AND NOT IN PUBLIC COURT. 

16. MISCELLANEOUS.

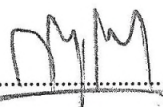
16.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, superseding any other written or oral understanding they may have had. It may be amended, assigned or modified only by a written instrument signed by authorized representatives of both parties.

16.2 Titles and headings to sections herein are inserted for convenience of reference only. They are not intended to be part of or to affect the meaning or interpretation of this Agreement.

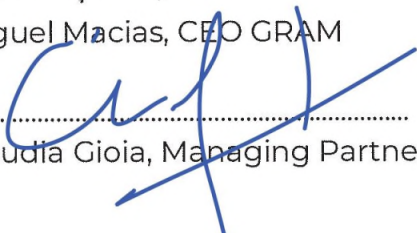
16.3 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Consultant acknowledges and agrees that this Agreement shall be assignable by the Client to any subsidiary or other Affiliate or successor to the Client's business or portion of the business for which the Consultant is engaged and that the benefits of this Agreement shall be available to and enforceable by any such party.

16.4 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. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, this Collaboration Agreement has been executed, in duplicate, by duly authorized representatives of the parties, on the date first written above.


.....

Miguel Macias, CEO GRAM


.....

Claudia Gioia, Managing Partner

Addendum 1

Scope of Work - Compensation and Billing Terms

We have estimated the professional services for the described scope of work beginning on 04/05/2023 and ending on 05/05/2023. ~~If required, the period will be extended for an additional two weeks.~~ (M) 20

Professional fees for this project are USD 250,000. (two hundred and fifty thousand dollars).

~~Expenses will be billed separately.~~ (M)

Payment of 50% must be received ~~before the beginning of the work on 04/04/2023,~~ 25% on 04/19/2023, and 25% on 05/26/2023. All payments should be made via ACH or wire transfer to: (M) 05

Perceptual Advisors LLC

Beneficiary Account Name: [REDACTED]

Bank Name: [REDACTED]

Routing Transit [REDACTED]

Beneficiary Account: [REDACTED]

The client will pay for all ~~expenses~~ (travel, meals, couriers, legal translations, etc.) There is a one-time fee of USD 1,500 for ~~software licenses, subscriptions and administrative costs.~~ (M)

Objective

~~Based on the brief received by the former Communications Secretary,~~ Perceptual Advisors will provide crisis management counsel and execution regarding GLM's impeachment process outside Ecuador to: (M)

- a) Generate/ maintain the goodwill of his current allies.
- b) Introduce/ clarify the truth about the motifs of the impeachment. AND CONSEQUENCES
- c) Introduce/ clarify GLM's defense.
- d) Minimize the potential negative impact of this situation on the reputation of GLM and his family's name. (M)

Considerations

- A. PA will work in the most relevant markets outside Ecuador (Washington D.C., New York, Miami, Madrid, Brussels, London and others).
- B. The firm will work during weekends/ holidays as necessary

- C. All documents will be prepared for English and Spanish-speaking media.
- D. Team members are available to travel if needed on very short notice.
- E. Based on our experience, we organized the scope of our professional services, considering the short time available.
- F. The firm will leverage as much as possible the information provided by the client.

Deliverables

- In-depth analysis of international media coverage.
- Discussions with the client to clarify details of the situation.
- Scenario planning: Development with the client of potential communications scenarios matrix.
- Stakeholder mapping: Supporters, media, influencers, detractors, foreign private sector organizations, and within Ecuador, the International private and public organizations with interests in Ecuador, Ecuadorians living abroad, and potential surrogate spokespersons.
- Messaging: Key messaging, Talking points, FAQs, etc.
- Overall strategic considerations.
- Assets: Create/adapt background materials as needed
- Action plans per stakeholder group with a focus on the media (print, broadcast, social media)
- Media relations bureau: Identification, outreach, coordination and management of media
- Assessments: Twice-day assessments and revision of action steps.
- Permanent media monitoring
- Weekly reports on activities.

Team members

Claudia Gioia: Project Lead -Liason with the client, strategy and overall coordination - English-Spanish

Lucas Silva: Political analyst -Liason with the client, strategy and analysis English-Spanish

[Redacted]

Brian Baker: Crisis Management leader, media. US and global English-speaking media -English

Dan Tarman: Messaging and Strategic Crisis Counsel -English

[Redacted]

