

EXHIBIT B



April 30, 2024

Mr. Derek R. Taller
Managing Member/Authorized Agent
Vision Biobanc Holdings, LLC
270 Munoz Rivera Avenue, Suite 402
San Juan, Puerto Rico, 00918
dtaller@vbiobanc.com

Re: Vision Biobanc Holdings, LLC

Dear Mr. Taller:

We are pleased that you, on behalf of Vision Biobanc Holdings, LLC (hereinafter, "You" or the "Company"), have retained this firm (the "Firm") to represent the Company. Specifically, we have been retained to represent the Company in connection with an investigation being conducted by the United States Securities and Exchange Commission (hereinafter, the "Matter"). The purpose of this letter is to reduce to writing the terms of our representation and our billing policies for these services in connection with the Matter.

In consideration of the legal services to be rendered on behalf of the Company, we agree to represent the Company in connection with the Matter for an initial retainer of \$50,000.00, which amount is due and payable at the time of the signing of this agreement and shall be applied against our hourly rates set forth below. It is further understood and agreed that you shall maintain a credit balance of \$25,000.00 with the Firm at all times, such that the above-mentioned \$25,000.00 credit balance shall be applied against your last invoice from the Firm for the Matter, an "**evergreen retainer**."

At your request, we may also undertake any other matters you ask us to undertake ("New Matters"). For any New Matters which are billed on the basis of hourly fees, we shall keep records of the time we expend on your case and will bill you for this time on a monthly basis.

We assign hourly rates for each member of our legal staff based upon years of experience, specialization and level of professional attainment. The rates per hour of those persons who are expected to work on your matters, REDACTED

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All charges will be made in units of one-tenth (1/10) of an hour, with a minimum charge of one-tenth of an hour and will be applied to every activity performed on your behalf.

We shall keep records of the time we expend on the Matter, and will bill you for this time on a monthly basis. You will receive a regular statement, detailing the services performed. You will receive a credit for the retainer fee, and you agree to pay our billings on a monthly basis once the retainer is consumed. Any amount due and owing after the 15th of the month following the date of the statement shall incur interest at the rate of 1.5% per month on the amount due and owing. Our policy is to withdraw from representation for any client whose account is more than thirty (30) days past due, and you authorize and consent to our withdrawal under such circumstances.

Mr. Derek R. Taller
April 30, 2024
Page 2

The fees set forth above do not include out-of-pocket and incidental costs and expenses such as photocopying, filing fees, travel, computer research fees, messenger charges, court costs, facsimile charges and the like, specifically including but not limited to, **vdiscovery fees**, as you shall be responsible for engaging and paying such a firm to assist with the voluminous documents that will be part of this matter, which you may have already engaged. Of course, you will be aware of the progress of your matters and will be aware of these expenditures. We shall keep records of the funds advanced for your matters and will bill you regularly therefore or, in the case of certain expenses such as filing costs, you will be requested to provide such amounts in advance. You agree to pay all expenses advanced by the firm on a monthly basis and to provide expenses in advance to the extent requested by the firm.

We will consult with you on all major decisions and will attempt to keep you fully informed of the status of the preparation of documents and responses to filings, if any, as well as our recommended strategies. You should feel free to call at any time if you have any questions or wish to discuss any aspect of this matter.

This Agreement shall be governed by the laws of the State of New York and venue for any action hereunder shall be in New York County, New York. In the event there is a fee dispute, you may be entitled to have the dispute resolved through arbitration, pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York.

If this arrangement meets with your approval, please countersign in the space provided below and return the countersigned letter to our office together with the initial retainer payment as soon as possible. Naturally, if you have any questions, please feel free to contact us at any time.

Thank you, and I look forward to a successful working relationship.

Very truly yours,

SICHENZIA ROSS FERENCE CARMEL LLP

By: _____
Marc J. Ross
Partner

Agreed and Accepted this

____ day of April, 2024

Vision Biobanc Holdings, LLC

By: Mr. Derek R. Taller
Title: Managing Member/ Authorized Agent

Cc: Anthony V. Raftopol, Esq.
raftopol@ternirgroup.com

Mr. Derek R. Taller
April 30, 2024
Page 3

**Wiring Instructions for Sichenzia Ross Ference Carmel LLP
General Operating Account**

REDACTED