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OMB No. 1124-0004; Expires July 31, 2023

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
Arnold & Porter Kaye Scholer LLP	1750

3. Name of Foreign Principal

Ministry of Trade, Industry and Energy of the Republic of Korea (Korean MOTIE)

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? 01/16/2023

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

In accordance with the attached Agreement, the registrant will provide the agreed upon services for the foreign principal effective January 16, 2023, through December 31, 2023. The registrant will charge the foreign principal a retainer for advocacy, outreach, and general legal services; further, the registrant will separately charge the foreign principal on an hourly basis for certain legal analyses within the scope of 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.

The registrant will assist the foreign principal with advocacy and outreach efforts, including meetings with U.S. Government Officials. In addition, the registrant will provide the foreign principal with legal analyses of U.S. trade and investment issues affecting the Republic of Korea and Korean companies.

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.

The registrant will engage in political activities on behalf of the foreign principal with respect to advocacy and outreach efforts, including meetings with U.S. Government Officials.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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

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

Date	Contact	Method	Purpose

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies or things of value in connection with activity on behalf of the foreign principal or transmitted monies or things of value on behalf of the foreign principal or transmitted monies or things of value to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

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

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

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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
01/25/2023	Dorothy Ames Jeffress	/s/Dorothy Ames Jeffress

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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
January 25, 2023	Dorothy Ames Jeffress	

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RETAINER AGREEMENT BETWEEN THE MINISTRY OF TRADE, INDUSTRY AND ENERGY OF THE REPUBLIC OF KOREA AND ARNOLD & PORTER KAYE SCHOLER LLP

I. Parties

This agreement ("Agreement") is concluded and established between the Ministry of Trade, Industry and Energy of the Republic of Korea ("MOTIE"), Sejong, Korea, on the one hand, and Arnold & Porter Kaye Scholer LLP (the "Firm"), on the other.

II. Services to Be Provided

Under this Agreement, the Firm will assist MOTIE with advocacy and outreach efforts, including meetings with Members of Congress and Administration Officials. In addition, the Firm will also (1) provide legal analyses of U.S. trade and investment issues affecting the Republic of Korea and Korean companies, (2) prepare weekly U.S. trade monitoring reports, (3) hold a monthly meeting with members of the Commercial Attaché's Office regarding U.S. trade, industry and energy policy issues and (4) hold meetings via phone or video calls when material issues arise.

In view of the nature of some of the advocacy and outreach activities in which the Firm will engage under this Agreement, the Firm will register and report our relevant activities on MOTIE's behalf under the Foreign Agents Registration Act ("FARA").

III. Staffing

The Firm shall establish a pool of advisors, including J. David Park to serve as lead counsel, who are responsible for the Services under this Agreement. The Firm may use other lawyers and non-legal professionals as necessary to assist in performing its duties. In addition, the Firm may, with MOTIE's approval, retain on a sub-contract basis additional attorneys and advisors who are not partners or employees of the Firm to assist the Firm in performing its duties.

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IV. Fees and Expenses

The Firm will charge MOTIE a retainer of US $360,000 for the advocacy, outreach, and general legal services provided under this Agreement, which will be divided into ten payments of $36,000. In addition to this retainer amount, with MOTIE's prior approval, the Firm will separately charge for certain detailed legal analyses on an hourly basis, in accordance with the time we spend on the project.

The Firm shall be reimbursed for out-of-pocket expenses. No major expenses, such as travel, shall be incurred without prior approval of MOTIE.

V. Payments

On a regular basis, generally every month, the Firm will send MOTIE a statement covering our fee charges and expenses. All such statements are due and payable within 60 days of receiving the Firm's invoices.

Each invoice shall set forth a detailed description of the services performed, the name of each person who performed the services in that billing period, the number of hours worked by each person, expenses including an itemization of those expenses for the billing period, and total fees for the billing period.

In the event that MOTIE fails to make payment in accordance with the terms set forth in the preceding paragraphs, the Firm may, at its sole discretion consistent with the Rules of Professional Conduct of the District of Columbia, cease work on the matters described in this Agreement until past due amounts have been paid.

VI. Conduct of Services

A. The Firm, in undertaking its obligations under this Agreement, shall exercise due diligence and care. The Firm shall be liable to MOTIE to the extent imposed by applicable law for any damages or other losses to MOTIE that are proximately caused by the Firm's negligent performance of services under this Agreement, and any such liability shall be further subject, as applicable, to any rules governing law firm liability for negligence, and any offsets, reductions or other limitations thereto, under the laws of the District of Columbia.

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B. The Firm shall report to any official/officials as shall be designated by MOTIE in the frequency and the manner designated by the latter on the progress of its work related to the services under this Agreement.

C. The Firm shall cooperate fully with the official/officials designated in accordance with the above paragraph in performing its obligations.

VII. Confidentiality

A. Any information, expressed verbally or in written form, that is obtained from MOTIE by the Firm and that is not available from public sources shall be treated in strict confidence and shall not be released without written permission from MOTIE.

B. This confidentiality requirement shall continue to remain effective after the termination of this Agreement.

VIII. Conflict of Interest

A. By signing this Agreement, the Firm affirms that it is aware of no present or reasonably foreseeable conflict of interest between the Firm or any of its present clients and MOTIE on any matter of interest to the Firm/those clients and MOTIE that (i) under the Rules of Professional Conduct of the District of Columbia (the "Ethics Rules") would require MOTIE's waiver thereof by informed consent (an "Ethical Conflict"), and (ii) has not previously been discussed with MOTIE and resolved to the satisfaction of MOTIE and the Firm.

B. MOTIE recognizes, however, that the Firm represents a broad array of clients with diverse interests, and that from time to time the Firm encounters situations in which different clients have conflicting interests. Should the Firm be asked by another client to provide services on a matter that causes an Ethical Conflict with a specific matter handled by the Firm for MOTIE under this Agreement, or should the Firm be asked by MOTIE to provide services on a matter that causes an Ethical Conflict with a matter handled by the Firm for another client, then, subject to paragraph VIII.C, the Firm shall notify MOTIE immediately in writing, which includes email, with a view to reaching a mutually acceptable resolution. As mandated by the applicable ethics rules, if such a resolution is not possible, the Firm shall not accept any new

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assignment from another client that so conflicts with the Firm's representation of MOTIE on a matter, nor any new assignment from MOTIE that so conflicts with the Firm's representation of an existing client on a matter.

C. MOTIE agrees that if the Government of the Republic of Korea or MOTIE should become involved in a dispute, transaction or litigation with or against one of the Firm's other clients in a matter that is not substantially related to any specific representation of MOTIE under this Agreement or otherwise, the Firm may represent the other client involved in that dispute, transaction or litigation. Should this situation occur, the Firm shall, to the extent permitted by the Ethics Rules, advise MOTIE immediately and discuss it with a view to resolving any problem to the satisfaction of all concerned. If MOTIE objects to the Firm's representation of the other client in that dispute, transaction or litigation with due cause, the Firm shall not, unless otherwise permitted by the Ethics Rules, represent the other client in that dispute, transaction or litigation.

IX. Termination

MOTIE may terminate this Agreement at any time by notifying the Firm not less than *15* days before the date on which the Agreement is terminated with written notice with or without cause. If such termination occurs, MOTIE agrees to pay any legal fees and expenses incurred by the Firm. If such termination occurs, any documents and property of MOTIE shall be returned promptly.

Upon termination, the Firm agrees to cooperate fully in transferring the matter being served to other legal counsel in an orderly and prompt manner as may be directed by MOTIE.

X. Modification

This Agreement may be modified in writing by mutual agreement between MOTIE and the Firm.

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XI. Force Majeure

Neither Party shall be liable for any delays or failures in performance due to circumstances beyond its control.

XII. Applicable Law and Dispute Settlement

The Firm is governed by the laws and rules of the District of Columbia and the United States of America and shall provide legal services consistent with these laws and rules. The formation, validity, construction and the performance of this Agreement are governed by the laws of the Republic of Korea. MOTIE and the Firm shall endeavour to resolve amicably through consultations any dispute, controversy or difference which may arise between them in relation to this Agreement. Should such consultations fail to reach a mutually acceptable resolution, the matter shall be referred to the Korean Commercial Arbitration Board for arbitration in Seoul, Korea in accordance with the International Arbitration Rules of the Korean Commercial Arbitration Board. The place of arbitration shall be Seoul, Korea. The decision rendered by the arbitrators shall be final and binding upon the parties concerned.

XIII. Effective Date

This Agreement for legal services shall be effective from January 16, 2023 through December 31, 2023. Renewal of this Agreement will be determined by mutual agreement at the end of the current contract period.

In witness whereof, the parties have directed their respective representatives to sign this Agreement.

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For the Ministry of Trade, Industry and Energy
of the Republic of Korea

By: Lee, Seung Heon

Title: Director for Americas Division

Date: January 16, 2023

For Arnold & Porter Kaye Scholer LLP

By: J. David Park

Title: Partner

Date: January 16, 2023

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