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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
State of Israel, Embassy

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? 04/13/2022

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

According to the terms and conditions outlined in the attached agreement letter, the Registrant will provide legal services to the Foreign Principal in connection with international trade matters. This agreement letter is in addition to the agreement letters regarding economic and finance matters.

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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 renders advice and assistance to the foreign principal with respect to international issues, immigration matters, and U.S. lawsuits and court decisions. The Registrant also provides advice concerning existing, proposed, and pending foreign aid, energy cooperation, tax treaties, and international trade-related legislation, regulations, and/or agreements, as well as guidance on U.S. laws, regulations, and policies relating to taxation, sanctions, asset attachment, customs, export control, banking, and economic and financial matters.

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 may engage in political activity on behalf of the Foreign Principal, including potentially engaging 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

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Date	Printed Name	Signature
January 25, 2023	Dorothy Ames Jeffress	

Received by NSD/FARA Registration Unit 01/25/2023 10:59:02 PM

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Arnold&Porter

Claire E. Reade
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Claire.Reade@arnoldporter.com

April 13, 2022

Mr. Ron Malka
General Director
Ministry of Economy and Industry
Jerusalem, Israel

Ms. Ofra Harari Liberman
Deputy Chief Financial Officer
Ministry of Economy and Industry
Jerusalem, Israel

Re: Retainer Agreement for Trade Advisory Services

Dear Mr. Malka and Ms. Liberman:

We are very pleased that the Economic and Trade Mission at the Embassy of Israel (the "E&TM"), as represented by Mr. Malka and Ms. Liberman, has engaged Arnold & Porter Kaye Scholer, LLP, a limited liability partnership organized under the laws of the District of Columbia (the "Firm" or "Arnold & Porter") to provide legal and advisory services relating to international trade. The purpose of this letter is to set forth our mutual understanding as to the terms of this Agreement and the basis on which our fees and related expenses will be charged with respect to the above-mentioned engagement.

1. Term, Termination and Non-Exclusivity

This engagement will begin as of April 1, 2022 and will expire on February 28, 2023. Notwithstanding the foregoing, this engagement letter may be terminated by either party at any time, by written notice to the other party. Upon termination or expiration of this engagement letter, neither party shall have any further obligation hereunder, except for payment for services rendered prior to the date of termination or expiration, and except for the obligation of an attorney to a former client under applicable laws and Rules of Professional Conduct.

This engagement letter is non-exclusive. The Firm acknowledges and agrees that the E&TM may, in its sole discretion, use other counsel for any legal services as the E&TM may determine, including any services that are otherwise covered by this engagement letter.

Received by NSD/FARA Registration Unit 01/25/2023 10:59:02 PM

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2. Fee Calculation

The Firm will charge the E&TM for our legal and trade advice services and expenses on the basis of the established billing rates, plus expenses, within a total budget of $120,000 per year, using a retainer deposit arrangement. The E&TM will provide a retainer in the amount of $10,000 per month, against which work will be done, up to the amount of the available retainer. Any retainer amount remaining unused in a particular month may be carried over and used in other months as needed. The E&TM also may expand the retainer budget to be used under the same terms and conditions as the original budgeted amount.

In the event we are authorized or requested by you or on your behalf, or required by law as we may determine, or by any legal process, to produce any of (a) our files, (b) your files stored with us, or (c) our personnel as formal or informal witnesses or information sources with respect to our engagement or potential engagements by you, you agree to pay or reimburse us for our professional time (at then applicable hourly rates for personnel who have hourly rates and on a reasonable basis otherwise) and ancillary services and expenses as incurred in preparing and implementing a response to such a request or requirement. As used in the preceding sentences, the term "files" includes all documents and data in any form, including but not limited to original documents, physical copies, images and computer media.

3. Special or Separate Projects

For special or separate projects that are outside the scope of the retainer, if given to us to conduct and advance approval is received for us to conduct and be compensated for such project, we would charge you at the established billing rates, plus expenses.

4. Reimbursement for Expenses

The retainer shall include normal expenses incurred by the Firm in performance of its services. It is understood that the Firm's international travel will have to be approved by the Minister, Economic & Trade Affairs prior to their execution. Any such travel so approved will be reimbursed to us.

5. Statements for Fees and Expenses

On a regular basis, generally every month, the Firm will send you a statement for the next monthly retainer amount due, plus a listing of our fee charges and expenses for the previous month, providing all reasonable back-up documentation. All such statements are due and payable within 30 days following your receipt of them.

Received by NSD/FARA Registration Unit 01/25/2023 10:59:02 PM

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6. Waiver of Future Conflicts

As you know, the Firm is a national and international law firm that represents a diverse array of individuals, companies and other entities. A summary of our current practice areas and the industries in which we represent clients can be found on our website at www.arnoldporter.com. Some of our current or future clients may have matters in conflict with you. Such matters could pose a variety of risks, direct or indirect, to your business, legal, financial or other interests. So that we are not unnecessarily conflicted from representing you or our other clients, we routinely ask clients for advance waivers of conflicts of interest in matters distinct from the matters on which we represent them. Thus, by accepting this letter, you agree that we will not be disqualified by reason of our representation of you from representing any client with interests adverse to you in litigation, transactions or other matters that are not substantially related to the matters on which we have been retained by you. The E&TM also acknowledges that with respect to information that the Firm acquires during the representation of other clients, neither the E&TM nor any other person or entity will have any right or expectation of access to or use of such information. And, of course, we will similarly hold your information and secrets in confidence.

The occasion might arise for us to consult regarding our engagement for you with our own counsel — our General Counsel or other Firm lawyers — or with our own outside counsel at our expense. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between the Firm and you as to such consultation. Accordingly, a condition of this engagement is that you consent to such consultation occurring, and waive any claim of conflict of interest based on such consultation. You also acknowledge that such communications are protected by our own attorney-client privilege from disclosure to you.

In addition, this letter will confirm our understanding that, unless we reach an explicit understanding to the contrary, we are being engaged by, and will represent, the E&TM and not any other entities.

7. Positional Conflicts

The Firm will assess the nature of each matter we are requested to advise upon for the E&TM for potential conflicts of interest with other clients. If the E&TM asks the Firm to represent it in a matter adverse to another Firm client, we will discuss the situation with you to determine the most appropriate course of action under the applicable rules of professional responsibility. Additionally, there may be matters where, though not directly adverse to another Firm client, the nature of the matter is such that the Firm may determine that a

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positional conflict exists with another Firm client or clients and that, therefore, the Firm cannot advise the E&TM.

8. Electronic Data Communication and Use of Cloud Services

The Firm may use reputable third-party service providers (including 'cloud' service providers such as Microsoft Teams or Google Cloud) to help us deliver efficient, cost-effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. By entering into this agreement, you understand and consent to having communications, documents and other data pertinent to your matter so managed through such third-party technology, including where your confidential information may be stored on and accessed from such cloud-based computer servers located in a facility not directly controlled by the Firm. You acknowledge that the use of such services may be subject to the terms and conditions of the provider and accept that the Firm is not responsible for the security of the data, the provider's security standards, or the risk that the security of information on such cloud-based platforms may be breached. You agree that the benefits of using such technology outweigh the risks, including risks related to confidentiality and security.

9. Retention of Records.

The Firm adopts policies from time to time concerning the retention or destruction of records relating to engagements by clients. When we complete a particular matter that you have assigned to us, we may destroy any records as we believe appropriate, absent a written agreement between us to the contrary. Subject to certain exceptions for particular types of materials, the current standard retention period is six years for paper files and twelve years for electronic files from the date that a matter is closed. If we are required by applicable law to retain records for a particular period of time, the applicable law will supersede this general rule. In referring to records, we include electronic and 'hard copy' records. When the retention period for records for this engagement expires, we will inform you prior to the destruction of these records.

* * *

If you have any questions about the terms of the engagement as described above, I hope you will feel free to raise them with me as soon as possible and, during the course of the engagement, I hope that you will feel equally free to raise promptly with me any questions you have about our statements. If the terms of the engagement are acceptable to you, I would appreciate it if you would sign and return to me the enclosed copy of this letter, evidencing the agreement to these terms.

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Arnold&Porter

Once again, let me say how pleased we are that you have engaged Arnold & Porter in this matter.

Sincerely yours,

ARNOLD & PORTER KAYE SCHOLER LLP

Claire E. Reade

ACCEPTED AND AGREED TO:

THE MINISTRY OF ECONOMY AND INDUSTRY
THE STATE OF ISRAEL

By:

MR. RON MALKA
Director General

Date

MS. OFRA HARARI LIBERMAN
Deputy Chief Financial Officer

Date

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