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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 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
Hogan Lovells US LLP

2. Registration Number
2244

3. Primary Address of Registrant
555 13th Street, NW, Columbia Square, Washington, DC 20004-1109

4. Name of Foreign Principal
Ministry of Trade, Industry and Energy ("MOTIE") of the Republic of Korea

5. Address of Foreign Principal
402 Hannuri-daero
Sejong-si
KOREA, SOUTH 30118

6. Country/Region Represented
KOREA, SOUTH

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 _____

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

a) Branch or agency represented by the registrant
Ministry of Trade, Industry and Energy ("MOTIE") of the Republic of Korea

b) Name and title of official(s) with whom registrant engages
Sejin Kim - Director, Trade Dispute Settlement Division

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.

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
08/13/2024	Aleksandar Dukic	Sign	/s/Aleksandar Dukic
08/13/2024	H. Deen Kaplan	Sign	/s/H. Deen Kaplan
08/13/2024	Ajay Kuntamukkala	Sign	/s/Ajay Kuntamukkala
		Sign	

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EXECUTION

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Date	Printed Name	Signature
08/13/2024	Aleksandar Dukic	

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EXECUTION

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Date	Printed Name	Signature
8/13/2024	H. Deen Kaplan	

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EXECUTION

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Date	Printed Name	Signature
08/13/2024	Ajay Kuntamukkala	

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OMB No. 1124-0004; Expires October 31, 2026

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
Hogan Lovells US LLP	2244

3. Name of Foreign Principal

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

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? 08/09/2024

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

The Registrant will provide services at standard hourly rates.

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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's activities will involve providing advice and counseling to the foreign principal on U.S. regulatory policy and issues involving international trade of interest to the foreign principal, which may be used in advocacy activities by the foreign principal.

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.

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 ☒

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] 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
See Appendix for Response			
		Total	$ 58,673.70

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 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

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
08/13/2024	Aleksandar Dukic	Sign	/s/Aleksandar Dukic
08/13/2024	H. Deen Kaplan	Sign	/s/H. Deen Kaplan
08/13/2024	Ajay Kuntamukkala	Sign	/s/Ajay Kuntamukkala
		Sign	

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EXECUTION

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Date	Printed Name	Signature
8/13/2024	H. Deen Kaplan	

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Date	Printed Name	Signature
08/13/2024	Ajay Kuntamukkala	

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Date	Printed Name	Signature
08/13/2024	Aleksandar Dukic	

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Appendix
Response to Item 12

Item 12: During the period beginning 60 days prior to the obligation to register 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? 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
06/12/2024	Republic of Korea - Ministry of Trade, Industry and Energy General Trade	Legal Fees received for work not requiring registration under FARA	$ 10,943.10
06/13/2024	Republic of Korea - Ministry of Trade, Industry and Energy General Trade	Legal Fees received for work not requiring registration under FARA	$ 10,154.70
08/06/2024	Republic of Korea - Ministry of Trade, Industry and Energy General Trade	Legal Fees received for work not requiring registration under FARA	$ 926.10
08/06/2024	Republic of Korea - Ministry of Trade, Industry and Energy General Trade	Legal Fees received for work not requiring registration under FARA	$ 17,204.40
08/06/2024	Republic of Korea - Ministry of Trade, Industry and Energy General Trade	Legal Fees received for work not requiring registration under FARA	$ 19,445.40

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Hogan Lovells US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
T +1 202 637 5600
F +1 202 637 5910
www.hoganlovells.com

August 9, 2024

By Electronic Mail

Mr. Sejin Kim
Director
Ministry of Trade, Industry and Energy of the Republic of Korea ("MOTIE")
402 Hannuri-daero
Sejong-si
30118
Republic of Korea

Re: Engagement Letter

Dear Mr. Kim:

We are pleased that the Ministry of Trade, Industry and Energy of the Republic of Korea ("MOTIE") (the "Company") has engaged Hogan Lovells US LLP to advise the Company in connection with FARA related international trade matters.

This letter, the attached General Terms of Representation and the accompanying schedule of other charges describe our retention. We will e-mail statements to you periodically (usually monthly) at sejinkim1@korea.kr in a PDF file unless the Company asks that invoices be sent to someone else or by an alternate method (*i.e.*, Federal Express, U.S. Post, etc.).

We greatly appreciate the opportunity to work with you on this matter and to develop a more extensive relationship with you and the Company. Please sign and return this letter to us at your earliest convenience.

Sincerely,

Deen Kaplan

Partner
deen.kaplan@hoganlovells.com
D (202) 637-5799

Enclosures

Hogan Lovells US LLP is a limited liability partnership registered in the state of Delaware. "Hogan Lovells" is an international legal practice that includes Hogan Lovells US LLP and Hogan Lovells International LLP, with offices in: Alicante Amsterdam Baltimore Berlin Beijing Birmingham Boston Brussels Colorado Springs Denver Dubai Dusseldorf Frankfurt Hamburg Hanoi Ho Chi Minh City Hong Kong Houston Johannesburg London Los Angeles Luxembourg Madrid Mexico City Miami Milan Minneapolis Monterrey Munich New York Northern Virginia Paris Philadelphia Riyadh Rome San Francisco São Paulo Shanghai Silicon Valley Singapore Sydney Tokyo Warsaw Washington, D.C. Associated Offices: Budapest Jakarta Shanghai FTZ. Business Service Centers: Johannesburg Louisville. For more information see www.hoganlovells.com

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AGREED AND APPROVED

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

By _____

Name Sejin Kim

Title Director

Date Aug. 9, 2024

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GENERAL TERMS OF REPRESENTATION

Hogan Lovells US LLP (the "Firm") provides legal services on the basis described in our letter of August 9, 2024 (the "Transmittal Letter") and on the following terms and conditions:

1. Staffing

We expect the following attorneys to work on this matter, with the assistance of others as may be appropriate: Deen Kaplan and Ajay Kuntamukkala. Staffing needs change on many matters over time; we will adjust assignments to respond to those needs.

2. Scope of Services

The Firm accepts this engagement to represent you or your interests in any matter described in the Transmittal Letter. Unless specifically made a part of this engagement, our engagement does not include any other matter, the responsibility for review of insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you, for notification of insurance carriers about such matters, or for advice about disclosure obligations concerning the matter under the federal securities laws or any other applicable law, or potential reporting obligations under the Corporate Transparency Act.

3. Client Identification

We can only represent clients that have been cleared through a conflicts check and whose names appear in our conflicts database. You agree that the person or entity named in the Transmittal Letter is our client for the specific matters on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries, joint ventures, or other affiliates unless you have specifically identified them to us and we agree in writing to do so. Further, our representation of a corporation, partnership, joint venture, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint venturers, employees or members of such entities or their interests in such entities. When such individuals or entities are communicating with the Firm in their official capacity with respect to a client of the Firm, such communications may be subject to the attorney-client privilege, but the privilege belongs to and can only be waived by the entity client.

4. Basis of the Firm's Charges

We typically provide our services on an hourly basis at our standard rates for attorneys' and other professionals' time, which rates are periodically revised. The current standard hourly rates for Deen Kaplan and Ajay Kuntamukkala are $1,575 and $1,455, respectively. We will provide a 10% discount on our fees to our monthly statement to the Ministry of Trade, Industry and Energy of the Republic of Korea ("MOTIE").

5. Retainer

We will waive our standard practice and not require a retainer for this matter. We may require a retainer in the future if payments are not timely made or in other appropriate circumstances.

6. Client Duty to Cooperate

In order to work effectively for you, we often will need to ask you for information, sometimes on tight timelines. We need to rely on the completeness and accuracy of the information that you give us.

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Please tell us promptly if any of that information changes, and of any changes in the Company or the Company's policies which are relevant to our work.

7. Payment of Fees and Other Charges

We will bill you periodically (usually monthly) for legal services and other charges (listed on the attached schedule) and will provide you with a detailed description of those services and charges. Payment will be due within 30 days of the date of our statement. Any objections or issues with invoices should be raised promptly and no later than 30 days from receipt. If timely payment is not made, the Firm may cease work and withdraw from the representation to the extent permitted by applicable Rules of Professional Conduct. We further reserve the right to charge interest on amounts which are overdue for more than 30 days and hold you responsible for any collection costs, including attorney fees. Interest will be calculated at 12% per year or the maximum rate permitted by applicable law, whichever is lower. If major third-party charges are incurred in connection with the representation, such as printing bills, filing fees, court reporting fees, and consultant or expert witness fees, our normal practice is to forward such statements directly to you for payment.

Our fees are determined net of any withholdings, deductions or payments that you or we may be required to make in respect of any taxes or duties, including, without limitation, taxes in the nature of "value added taxes," sales taxes, or taxes imposed upon gross receipts that we might be required to pay (but excluding taxes payable by us with respect to our net income by reason of our having an office in the jurisdiction imposing the tax). If you or we are required by law to withhold, deduct or pay taxes or other amounts (other than taxes on our net income as described in the parenthetical in the preceding sentence), then the amount of each bill shall be treated as increased to the extent necessary that, after any withholding, deduction or payment, we will receive and retain a net sum equal to the amount of the bill.

We will never provide new wiring or payment instructions by email alone. Any change to our wiring or payment instructions will come from the partner responsible for your matter and, before you submit payment, you should confirm any such change by calling a member of our finance team for voice verification. You can find our phone number by visiting http://www.hoganlovells.com.

8. Conflicts and Confidential Information

Hogan Lovells is a large international legal practice with multiple offices around the world. Because of Hogan Lovells' size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of Hogan Lovells inevitably will have contacts with you. Accordingly, to prevent any misunderstanding and to preserve the Firm's ability to represent you and its other clients, you and we agree as follows with respect to certain conflict of interest issues:

a) You agree that we are free to represent other clients (including future clients) in matters that involve you or are adverse to you as long as those matters are not the same as or substantially related to matters in which we represent you, or have represented you. "Matter" refers to transactions, negotiations, proceedings or other representations involving specific parties. Such unrelated matters may include, but are not limited to:

i. Agreements, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings;

ii. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings) and non-judicial debt restructurings, including representation of committees or debtors-in possession, liquidators or other insolvency professionals in domestic

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or international matters in which you and another client or clients are creditors or other parties in interest;

iii. Patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; and government contract and procurement matters including bid protests;

iv. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings;

v. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others; and

vi. Litigation matters brought by or against you.

b) In addition, you consent to our representation of multiple bidders, or of lenders or other financing sources to any other bidder, in any proposed merger, acquisition, joint venture or other transaction so long as there are ethical firewalls in place and the Hogan Lovells teams representing different clients comprise different attorneys. Should you rescind or revoke this consent after we and another client have relied on it to start representing that client, you agree now that we may withdraw from our representation of you and continue representing the other client in the transaction in which you are involved.

c) You also agree that, if we represent you in a matter adverse to, or across the table from, another person or entity, we may also represent such person or entity on matters not substantially related to our work for you.

d) The advance waivers above are an integral part of this agreement and an essential condition in our representation of you. If at a later time you withdraw or modify this advance waiver in any respect, you agree that we have the right to withdraw from our representation of you pursuant to these General Terms of Representation to the extent permitted by the applicable Rules of Professional Conduct.

e) We take very seriously our obligation to maintain the confidentiality of documents or information we receive from our clients that are protected by confidentiality obligations ("Confidential Information"). This advance consent does not affect our continuing obligation to maintain the confidences of you and our other clients. Unless we receive your authorization, we will not use, retain, or disclose Confidential Information belonging to Company except in furtherance of our services to Company or pursuant to our legal and professional obligations. Unless we receive authorization, we will not disclose to you or use on your behalf any Confidential Information belonging to other clients.

f) Our professional obligations require us to perform a conflicts check and not to commence work on a matter if we find conflicts of interest that would preclude us from doing so. Our professional obligations to you and to our other clients will require us to run a new conflicts check if there is any change in the parties or the nature of the work Hogan Lovells is doing for you. We must also run a new conflicts check before undertaking any new matters for you.

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g) The lawyers practicing in Hogan Lovells' offices in various jurisdictions are governed by Rules of Professional Conduct that are prescribed by the proper authorities in each jurisdiction. Although the rules of the various jurisdictions often are similar, they are not identical. Only the rules in force in the specific jurisdictions in which the Hogan Lovells lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these General Terms of Representation.

9. Specific Limitations on Client Identification

As we have discussed, Hogan Lovells has a large international legal practice with active practices in a variety of areas, including regulatory matters, government contracts, and litigation. In a variety of matters currently being handled by Hogan Lovells for other clients, the scope of its representation is such that other agencies of the Republic of Korea ("South Korea") or South Korea as a whole are or may be adverse parties. We do not believe that any direct conflict currently exists between the Firm and MOTIE because the work we have been asked to perform for MOTIE is not related to any of our current representations. We also expect to represent clients in future matters under circumstances in which MOTIE and other South Korea agencies may be adverse parties.

To ensure that our work for MOTIE does not adversely affect Hogan Lovells' ability to continue to represent other clients on current or future matters where their interests may be adverse to South Korea or any agencies thereof (including MOTIE), including litigation against or other adversities to South Korea or any of its agencies, MOTIE agrees that (1) MOTIE is our client for the specific matters on which it engages us, and Hogan Lovells shall not be deemed to represent South Korea or any other agency thereof with respect to such matters, and (2) the work we perform for MOTIE in this matter will not disqualify Hogan Lovells from working on any other current or future matters, including litigation, bankruptcy or bid protest matters, in which the interests of South Korea or any agencies thereof (including MOTIE) are or may be adverse to the interests of our client(s) so long as those other current or future matters are not substantially related to the work performed for MOTIE in this matter.

10. In-House Attorney-Client Privilege

In the event that, the lawyers working on this matter wish to consult with the Firm's in-house counsel, including its General Counsel, or with outside counsel concerning our own rights and responsibilities in connection with representation of you in this matter, you understand and agree that any such communications and advice are protected by our own attorney-client privilege, and will remain confidential within the Firm. Any such consultation will be at no cost to you.

11. Disclosure Issues

Under certain circumstances, we may be required to publicly disclose our representation of you and general information about our activities on your behalf, for example in connection with:

- the Lobbying Disclosure Act of 1995;
- the Foreign Agents Registration Act;
- Internal Revenue Service tax shelter regulations;
- any audit letter request to which you ask us to respond;
- any subpoena or other legal process to which we are required to respond.

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In the event that such disclosure is sought, we will comply with a request from a third party only to the extent that you have requested us to do so or we are legally bound to do so. If it is practicable and permitted, we shall notify you of the request or the sharing of information. As part of our service to you, we will do our best to protect your interests in those circumstances. We may bill you for any time spent complying with these requirements, requests or demands in connection with any matters we handle for you. In the event that the Firm considers it necessary to engage counsel in connection with any such disclosure, those expenses will be reimbursable costs under this engagement. The Firm will consult with you before engaging outside counsel at your expense.

12. Client Files; Retention

During the course of this engagement, we shall maintain certain documents, both hard-copy and electronic, that pertain to the engagement and which in our judgment should be so maintained (the "Client File"). The Client File does not include internal drafts or communications; conflicts checks; time records; internal notes and mental impressions; staffing documents; and privileged communications between the lawyers working on this matter and the Firm's in-house counsel.

The Client File may be stored, in whole or in part, on a cloud platform. The Client File shall be your property. If you wish any documents we maintain in the Client File to be returned to you, we shall do so upon your request, although we shall be entitled to make copies of any such documents at our expense. Notwithstanding the preceding, the Firm reserves the right to retain your file if bills are not timely paid and the applicable ethical rules permit such retention. Any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) shall be billed to and paid by you, including without limitation any costs incurred in converting electronic documents to hard copy documents if you request such conversion. If you do not request return of the Client File, we shall maintain the documents in it for a period of seven years from the end of our representation of you in this matter as determined by the date of the last bill, and thereafter may destroy the subject documents without further communication with you.

You agree that you will not transmit to us, or otherwise cause us to receive, create, maintain or transmit on your behalf, Protected Health Information ("PHI"), as defined in 45 C.F.R. § 160.103 without our prior written agreement. In the event that the parties agree that the Firm may receive, create, maintain or transmit PHI in connection with this engagement, the parties will work together to enter into a business associate agreement prior to that receipt, creation, maintenance or transmission of PHI.

In cases that involve protective orders or transactional matters that involve non-disclosure agreements, we are sometimes required to destroy certain documents or files in our possession once the matter is complete or in the event the transaction does not proceed. If this engagement involves such a protective order, non-disclosure agreement or other agreement between the parties, you authorize the Firm to comply (and agree to pay any fees and costs incurred) with the required document destruction.

13. Technology and Technical Data

Technology and technical data may be subject to the export control laws of the United States (such as the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR) and the Part 810 nuclear export control regulations) or similar laws of other countries. Receipt of such controlled technology and technical data by an unauthorized individual or entity constitutes an export that could require an export license or authorization in certain cases. Prior to providing our firm with any technology or technical data controlled under the regulations of the United States or other countries such as under the EAR, the ITAR, Part 810 regulations, the UK Export Control Order, and/or the EU Dual-use Regulation, you shall provide advance written notice to the firm specifying the

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relevant export classification and shall ensure that any export-controlled files are transferred to the Firm using a secure file transfer application and not by email. However, such notice will not be required under the laws and regulations of the United States if the technology or technical data is subject only to anti-terrorism controls under Part 742 of the EAR.

14. Disclaimer of Guarantee

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion based on available information at that time and should not be construed as promises or guarantees.

15. Arbitration of Disputes

To the fullest extent permitted, the parties agree to final binding arbitration regarding any disputes or claims of any type or nature with respect to all services rendered pursuant to this engagement letter, including, without limitation, disputes or claims related to legal fees for such services. The parties recognize that, by agreeing to arbitration, they will be waiving any right to a jury trial and the extensive discovery rights typically permitted in judicial proceedings. Unless otherwise agreed to by the parties or required by applicable jurisdictional requirements, the UNCITRAL Arbitration Rules in effect on the date of the Transmittal Letter shall govern the arbitration. The appointing authority shall be the American Arbitration Association (AAA). The arbitration shall be administered by the American Arbitration Association in accordance with its Procedures for Cases under the UNCITRAL Arbitration Rules. The number of arbitrators shall be one for disputes of $1 million or less, and three for disputes involving more than $1 million. The seat of the arbitration shall be New York, NY, and other than as modified by 8(h) above, the governing substantive law shall be the law of the state of New York, inclusive of its conflict and choice of law provisions. The parties acknowledge that this agreement evidences a transaction involving interstate commerce and, notwithstanding the provision in the preceding sentence, any arbitration conducted pursuant to the terms of this agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16. The language to be used in the arbitral proceedings shall be English. The parties shall, during the course of such arbitration, share the costs of such arbitration as assessed by the AAA. The parties undertake to maintain confidentiality as to the existence of the arbitration proceedings and as to all submissions, correspondence and evidence relating to the arbitration proceedings. This confidentiality provision shall survive the termination of the arbitral proceedings. The award shall be reasoned and in writing and shall be final and binding upon the parties to the arbitration proceeding. The parties hereby agree that they have no right to appeal the final award of the arbitration and therefore will not invoke or exercise any rights to appeal, review, vacate or impugn such award. The Arbitral Tribunal/Arbitrator shall award the prevailing party its attorneys' fees and costs, arbitration administrative fees, panel member fees and costs, and any other costs associated with the arbitration. Further, if any prevailing party is required to retain counsel to enforce the award, the party against whom the award is made shall reimburse the prevailing party for all reasonable fees and expenses incurred and paid to said counsel for the need of such enforcement action.

NOTICE: Before you sign this document you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

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16. Termination and Withdrawal

You may terminate this engagement at any time by giving reasonable notice in writing. We may likewise terminate this engagement at any time to the extent permitted by any applicable ethical and court rules. In the event you or the Firm terminate this engagement, you will be responsible for paying all legal fees and costs up to the effective date of the termination. If neither party terminates this engagement, then our engagement will end at the conclusion of the matter or matters we have undertaken on your behalf.

17. Hogan Lovells

a) As used in these Terms of Representation, Hogan Lovells refers to an international legal practice comprising Hogan Lovells US LLP, Hogan Lovells International LLP and their affiliated businesses, each of which is a separate legal entity. Hogan Lovells US LLP is a limited liability partnership registered in Delaware. Hogan Lovells International LLP is a limited liability partnership registered in England and Wales with registered number OC323639. In some jurisdictions, Hogan Lovells practices through an affiliated local entity. Information about Hogan Lovells' offices and affiliates can be found on http://www.hoganlovells.com.

b) The full resources of Hogan Lovells will be made available to you in connection with this engagement. Pursuant to these Terms of Representation, Hogan Lovells US LLP will be the sole contracting party with you and will alone be responsible to you for the work performed under the engagement, including work performed under the engagement by Hogan Lovells International LLP or any of its affiliates. If Hogan Lovells International LLP or any Hogan Lovells affiliate carries out any work for you in relation to the matter, they will do so technically as a subcontractor of Hogan Lovells US LLP, but as a part of our integrated legal practice described above. Absent any other agreement, this engagement shall establish the terms under which they will perform any such work.

c) The word "partner" is used to describe a partner or member of Hogan Lovells International LLP, Hogan Lovells US LLP or any of their affiliated entities or any employee or consultant with equivalent standing. Certain individuals, who are designated as partners, but who are not members of Hogan Lovells International LLP, do not hold qualifications equivalent to members. For more information about the partners and their qualifications, see http://www.hoganlovells.com.

18. Technology Services

We may discuss with you the provision of advanced technology in support of our legal services ("Legal Tech"). This may include services such as apps, automated translations, e-discovery services, databases, data hosting and similar technology-based services. In order to focus and enhance the provision of Legal Tech services we have established separate entities, HLTech Legal Technology & Consulting BV, which is a Dutch corporation owned jointly by Hogan Lovells International LLP and a partner in the firm, and HLTECH Legal Technology & Consulting LLC, a wholly owned subsidiary of Hogan Lovells US LLP (such affiliated technology support entities shall be referred to together as "Eltemate").

If you agree to receive services or products from Eltemate, those services or products will be provided to you by Eltemate either directly or as a subcontractor of Hogan Lovells. In both cases, these services and products are subject to Eltemate's standard terms for Legal Tech products and/or services which can be found at *Terms & Conditions (eltemate.com)*. Any charges made by Eltemate will either be billed to you directly or set out separately in our bills. Remuneration received by Eltemate (including both the reimbursement of costs incurred and a profit element) is shared between the shareholders of Eltemate in accordance with the terms of the agreement between them.

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Eltemate has standing agreements in place where it is subcontracted by Hogan Lovells. If you contract with Eltemate directly, please note that Eltemate is not a law firm and does not engage in the practice of law. In case of direct contact between you and Eltemate, and between Eltemate and other parties, communications may not be subject to legal professional privilege.

Where Eltemate supplies developed legal technology and consultancy to you, it normally does so as an independent contractor. Where Eltemate supplies e-discovery and database services to you, it normally does so as a sub-contractor. In either case, however, this can be agreed otherwise in writing by you and us.

If you agree to the provision of Legal Tech services by Eltemate, you also agree that we may share with Eltemate confidential information belonging to you or related to your matter in order to enable it to carry out those services. Eltemate has undertaken to us that it will maintain the confidentiality of any such information to the same extent as we ourselves do in respect of our obligations of confidentiality to you.

19. Application of These Terms

The Transmittal Letter, this statement of General Terms of Representation, and the accompanying schedule of other charges will govern our relationship with you even if you do not sign and return a copy of the Transmittal Letter. If we agree to undertake additional matters, those additional matters will be governed by these General Terms of Representation unless we mutually agree otherwise in writing.

Client companies sometimes present the Firm with billing guidelines, outside counsel guidelines, or other additional or different terms and conditions (generally referred to herein as "Additional Guidelines"). Additional Guidelines will only be effective to the extent agreed to by the Firm. If you want the Firm to follow any Additional Guidelines, please present them to us as soon as possible, so we can consider how they correspond to these General Terms of Representation, and come to a clear understanding that is agreed to by the Company and the Firm. Please note that if you employ an electronic billing system conditioned on the acceptance of any Additional Guidelines, we will accept such terms in order to bill you for services provided, but such Additional Guidelines will not bind the Firm unless expressly accepted in writing outside of said electronic billing system.

If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences promptly and proceed with a clear, complete, and consistent understanding of our relationship. These General Terms of Representation contain important information about your rights, obligations and agreements with us, so you should feel completely free to consult other independent counsel or any other advisor concerning these matters, and we encourage you to do so. By signing the Transmittal Letter, you acknowledge that you have had an opportunity to consult with other counsel.

STANDARD SCHEDULE OF OTHER CHARGES

The following items are billed at actual cost: postage, outside messengers, outside photocopies, transcripts, computerized research, express delivery services, travel charges and food services. We may pay certain costs using credit cards that provide rewards or rebates, and we may receive other payment discounts, which are not reflected on our bills. In certain instances we may utilize preferred, and previously vetted, third party legal and technology service providers. In particular, certain services rendered by staffing companies involve the use of personnel not directly employed by Hogan Lovells, but for which we accept responsibility in connection with its services to you. We will bill those services at a rate that shall be competitive with the market and subject to prior notice and approval.

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Other charges incurred in connection with this representation will be billed on the following basis until further notice:

- in-house photocopying for large projects (to be determined at our discretion) at $.20/page for black and white copies and $.60/page for color copies;
- word processing operators and proofreaders at hourly rates based on office location (and average compensation in effect in each office);
- fees incurred to store electronic data in our litigation support managed services platform; $7.00/gigabyte for Active Data Storage; $2.50/gigabyte for Near-Line Data Storage; no charge for Archived Data Storage;
- secretarial overtime resulting from unusually time-sensitive or other special requests from clients at an hourly rate based on office location (and average compensation in effect in each office), with other staff at $30/hour.

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