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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
Holland & Knight	3718

3. Name of Foreign Principal

The Ministry of Trade, Industry and Energy 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? 01/17/2023

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

Contact senior officials in the Biden administration, Governors, State and local officials and members of Congress on U.S.-Korea bilateral issues, including trade, climate change, digital protection issues, Indo-Pacific partnerships, and support for Korean economic projects in the U.S.

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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.

Contact senior officials in the Biden administration, Governors, State and local officials and members of Congress on U.S.-Korea bilateral issues, including trade, climate change, digital protection issues, Indo-Pacific partnerships, and support for Korean economic projects in the U.S.

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.

Contact senior officials in the Biden administration, Governors, State and local officials and members of Congress on U.S.-Korea bilateral issues, including trade, climate change, digital protection issues, Indo-Pacific partnerships, and support for Korean economic projects in the U.S.

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 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 ☐ 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
09/25/2024	Steven D. Gordon	Sign	/s/Steven D. Gordon
		Sign	
		Sign	
		Sign	

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Date	Printed Name	Signature
9/25/24	Steven D Gordon	Steven D Gordon

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RETAINER AGREEMENT BETWEEN THE MINISTRY OF TRADE, INDUSTRY AND ENERGY OF THE REPUBLIC OF KOREA AND HOLLAND & KNIGHT, 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 Holland & Knight, LLP (the "**Firm**"), on the other. MOTIE is the Firm's client.

II. Services to Be Provided

The services and our scope of work is limited to the following (the "**Services**"):

A. Arranging Meetings

We will arrange meetings concerning Korea-U.S. bilateral trade issues with:

1. Governors of select States to discuss Korean investment and international trade with Korea affecting those states.

2. Members of the New Democrat Coalition to discuss the future of the Korea-US relationship within the context of the evolving Indo-Pacific Framework.

3. Senior officials in the Biden Administration on matters of interest to MOTIE, including the U.S. Department of Commerce, the U.S. Department of Energy, U.S. Department of State, U.S. Department of Treasury, the U.S. Trade Representative and the U.S. International Trade Commission as well as the White House to discuss issues affecting trade between Korea and the U.S. including, the Inflation Reduction Act provisions for tax credits for electric vehicles, issues affecting climate change, Section 232 of the Trade Expansion Act, supply chain matters, digital protection issues, the formation of Indo-Pacific trade partnerships, and financing available to state and local government in support of Korean economic development projects in the U.S.

4. Chairpersons and ranking members of the Senate Finance, Senate Foreign Relations, and Senate Commerce committees as well as House Ways and Means, House Foreign Affairs, and other key members of the Senate and House to discuss matters affecting trade between Korea and the U.S. with various ministers and vice ministers when they occasionally visit Washington, D.C.

5. Other senior members of Congress and various administrative agencies including the U.S. Trade Representative (USTR), Departments of Treasury, Commerce and Energy, the U.S. International Trade Commission (ITC), National Economic Council (NEC) and the National Security Council (NSC) for high ranking officials at the Korean Embassy to discuss current trade matters between Korea and the U.S.

6. Senate and House trade counsel and congressional staffers for the members of the Commercial Attaché's Office to discuss issues of the day.

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B. Meetings with the Commercial Attaché's Office

We will have a monthly one-to-two hour meeting and with members of the Commercial Attaché's Office in our Washington, D.C. office depending on the current rates of COVID-19 infections, local laws and ordinances and the policy of MOTIE and the Firm at the time. Otherwise, these monthly meetings will take place by video conference. The purpose of the monthly meeting is for us to embrace the strategic goals of MOTIE and the Korean Embassy on an on-going basis and to foster communication between our team members and Commercial Attaché's Office staff members. Members of our team would attend based on the proposed agenda.

C. Reports

1. The Firm will research and report on trade public policy issues of importance to MOTIE and, as needed, summarize those findings and analyses in written and oral presentations to the staff of the Commercial Attaché's Office. The Commercial Attaché's Office will not request such research, reports and presentations in greater scope and detail, and at a frequency which is greater than, requests customarily expected in an engagement of this type.

2. The Firm will provide reports to MOTIE consisting of (a) a trade briefing providing a brief summary of the current political environment with respect to U.S.-Korea trade matters, which report shall be approximately ½ to 1 page in length, and (b) a bullet point summary of interactions the Firm has had with others on behalf of MOTIE, which report may take the form of a matrix or an email and will include the following topics, as applicable:

a. Date and venue of interaction

b. Counterparts to the interaction

c. Topics discussed

d. Decision or result from/ of interaction

The Firm may provide the written reports detailed in (C)(2) concurrently with the delivery of its invoices.

Please note the Services provided under this engagement letter agreement will be for "law related services" and not "legal services" as provided for by District of Columbia Bar Opinion 344. Accordingly, the Firm will not be acting as legal counsel to the Korean Embassy with respect to the Services but rather as lobbyists performing law-related services. Therefore, the usual protections accompanying a client-lawyer relationship do not apply to the performance of the Services by the Firm under this engagement letter, including the specific rules governing lawyers and client confidential information and lawyers and conflict of interest rules. Nevertheless, the Firm will keep any MOTIE confidential information confidential pursuant to Section VII below. Engagements for legal services may be entered from time to time pursuant

to separate engagement letter agreements. MOTIE understands and acknowledges that the Firm and members of the Firm will register under The Foreign Agents Registration Act ("FARA") in connection with the execution of this engagement, and such registration will disclose the foreign principal under this engagement as well as this engagement letter.

III. Staffing

The Firm shall establish a pool of advisers responsible for the Services under this Agreement, including Jim Davis, Francisco Sanchez and Beth Viola. Mr. David Cole will be MOTIE's principal relationship partner for the Firm, and he will work to ensure the success of the engagement and the satisfaction of MOTIE with respect to the Services provided.

With respect to public policy services, former Congressman Jim Davis will coordinate the execution of the engagement.

The Firm may subcontract Services under this Agreement with the consent of MOTIE. The pool of advisors may include principals or employees of such subcontractor. MOTIE may designate a person in this pool for a specific Service upon consulting with the Firm. The Firm may, with MOTIE's approval, use these and other lawyers and non-legal professionals as necessary to assist the pool members in providing its Services.

IV. Fees and Expenses

Our fee for the Engagement Period is $429,000. This fee shall be paid through eleven equal monthly payments of *$39,000.* The Firm shall be reimbursed for reasonable out-of-pocket expenses. No major expenses, such as travel, shall be incurred without prior approval of MOTIE.

V. Payments

A. The Firm shall send a monthly invoice of fees and expenses to MOTIE. MOTIE shall make payment in US dollars within 60 days upon receiving the Firm's monthly invoices. Notwithstanding the preceding sentence, MOTIE shall ensure that all eleven monthly invoices are paid before December 31, 2023.

B. Where possible, our invoices shall set forth a detailed description of the work performed on each date with the billing period, the name of each person who performed the work, the number of hours worked by each person on each item, expenses including an itemization of those expenses for the billing period, and total fees for the billing period.

C. The monthly invoices shall include any amounts charged to the Firm by attorneys and advisors who have been retained on a sub-contract basis pursuant to Article III of this Agreement. For these purposes, such amounts invoiced to the Firm by such attorneys and advisors shall be deemed to fall within the time period covered by this Agreement if the Firm receives the invoice from such attorneys or advisors during that period.

D. In the event that MOTIE fails to make payments of any outstanding invoice in accordance with the terms set forth in the preceding paragraphs, and if the Firm determines it

is necessary for another reason, the Firm may, in its sole discretion consistent with applicable professional obligations, cease doing any work on the matters described in this Agreement.

VI. Conduct of Services

A. The Firm, in undertaking its obligations under this Agreement, shall exercise due diligence and care. The Firm shall compensate MOTIE for any damages suffered by MOTIE resulting from the Firm's negligent performance of Services, subject to the rules governing the Firm's liability for negligence, and any offsets, reductions or other limitations thereto, under the applicable laws of the District of Columbia. Damages payable to MOTIE under this Article VI shall not exceed the amount of fees and expenses paid or reimbursed by MOTIE to the Firm under this Agreement.

B. The Firm shall file FARA reports with the U.S. Government as required by law.

C. The Firm shall report to any official/officials as shall be designated by MOTIE in such frequency and the manner designated by the latter on the progress of its work related to the Services.

D. 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, after reasonable diligence, it has not identified any present conflict of interest between its Service for other clients and its Service for MOTIE that would disqualify the Firm under the applicable Rules of Professional conduct of the District of Columbia, from representing MOTIE on the matters described in this Agreement.

B. MOTIE agrees that, in the event that existing or new clients may in the future seek the Firm's services as counsel in connection with matters which are not substantially related to the work undertaken pursuant to this Agreement, MOTIE will not seek, on the basis of the representation described in this Agreement, to disqualify the Firm from representing those other clients in any matter that is not substantially related to the Firm's work for MOTIE, even if the interests of those other clients may be adverse to MOTIE. MOTIE's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where as the result of the Firm's representation of MOTIE the Firm has obtained sensitive, proprietary or otherwise confidential information that, if known to any other client of the Firm's, could be used in another such matter by that client to MOTIE's material disadvantage.

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IX. Termination

A. MOTIE may terminate this Agreement at any time by notifying the Firm not less than 30 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, as provided under Article V, any fees and expenses incurred by the Firm stipulated in Article IV, which have not been reflected in any prior invoices. In addition, if such termination occurs, any documents and property of MOTIE shall be returned promptly. The Firm retains its own work product.

B. Upon termination, the Firm agrees to cooperate fully in transferring the matter being served to another professional services firm or other legal counsel, as the case may be, 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.

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

A. The Firm is governed by the laws and rules of the District of Columbia and the United States of America, and shall provide the Services consistent with these applicable laws and rules that govern its professional conduct.

B. The formation, validity, construction and the performance of this Agreement are governed by the laws of the District of Columbia.

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. 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 arbitration in front of a single arbitrator in accordance with rules established by the American Arbitration Association. The place of arbitration shall be Washington, DC and it shall be conducted in English. The decision rendered by the arbitrator shall be final and binding upon the parties concerned.

XIII. Effective Date

This Agreement shall be effective as of January 16, 2023, and shall remain valid until December 15, 2023. Renewal of this Agreement will be determined by mutual agreement at the end of the Engagement Period. MOTIE and the Firm shall consult as early as feasible prior

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to the expiration of the Engagement Period should MOTIE and the Firm wish to extend this Agreement.

XIV. Terms and Conditions

MOTIE has received the Firm's standard terms and conditions, which are incorporated by reference.

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

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

By: _____

Name: Lee, Seung Heon

Title: Director for Americas Division

Date: January 17th , 2023

For Holland & Knight, LLP

By: _____

Name: David S. Cole

Title: Partner

Date: January 17th , 2023

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Integrity Agreement

In recognizing that 'Corruption-free and Transparent Corporate Governance and Fair Administration' are important factors in social development and competitiveness,

In affirmatively acknowledging the purpose of integrity agreements in light of the ratification of the OECD Anti-bribery Convention and the current trend of heightened disciplinary measures on corrupt corporations and governments,

I, Pledger, and the Ministry of Trade, Industry & Energy Officer ("MOTIE Officer") in charge of entering into contracts that are subject to audit according to the 'Audit Execution Guideline,' with regard to participating in a bidding process, entering into a contract, or performing the contract for the Ministry of Trade, Industry & Energy ("MOTIE") or its subsidiary organizations (except for diplomatic missions abroad), hereby pledge that:

1. Pledger and MOTIE Officer will not engage in any unfair conduct that improperly obstructs free competition by fixing or maintaining a bidding price in order to award a contract to a particular individual or by colluding, consulting, or consenting with other companies or individuals;

2. MOTIE Officer will not demand any undue benefits, entertainment, or monetary gifts during contract execution or contract performance from Pledger regardless of any cause, and Pledger will not directly or indirectly provide any undue benefits, entertainment, or monetary gifts to MOTIE Officer; and

3. In the event that undue benefits, entertainment, or monetary gifts have been found to be provided or received before the execution of contract, Pledger will forfeit the award of contract, and when found to have provided or received undue benefits, entertainment, or monetary gifts after the execution of contract and before the performance of contract, Pledger will agree to termination of contract in part or in its entirety, and MOTIE Officer will be held accountable pursuant to relevant laws and regulations.

I recognize that this Integrity Agreement is based on mutual trust and I pledge that I will observe the terms of this Agreement and that I will not object, protest, or bring a civil or criminal lawsuit based on the cancellation of the contract or request compensation for forfeiture of bidding rights or for cancellation of the contract to the MOTIE.

2022. 01. 16.

Pledger: David Cole (Signature)
MOTIE Official: Lee, Seungheon (Signature)

Minister of Trade, Industry & Energy of Republic of Korea

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WRITTEN OATH

Mr. Minister of Trade, Industry & Energy,

I promise to observe the rules and norms relating to confidentiality of my legal services to you and take an oath of secrecy on confidential information which I come to learn during the performance and results of the research not only throughout the contract but also after the termination of the contract unless there is permission from your ministry. I make a vow that I will accept any penalty under the related laws and regulations if I breach my pledge.

Date: 2023.01.16.

Pledger: occupation attorney.....
Position partner .....
Name ..... (Signature)

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