

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 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  
Squire Patton Boggs, LLP

2. Registration Number  
2165

3. Name of Foreign Principal  
Embassy 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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/21/2026
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Per the attached Agreement, Registrant will provide monitoring and consulting services with respect to: (1) US-Korea relations related to economy and trade, politics, and security; (2) economic policies, measures, and legislative activities in the Executive Branch and US Congress; (3) the Embassy's proposal for a professional visa program; and (4) arranging meetings with key personnel in the administration or members or staff of the U.S. Congress.

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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.

Per the attached Agreement, Registrant will provide monitoring and consulting services with respect to: (1) US-Korea relations related to economy and trade, politics, and security; (2) economic policies, measures, and legislative activities in the Executive Branch and US Congress; (3) the Embassy's proposal for a professional visa program; and (4) arranging meetings with key personnel in the administration or members or staff of the U.S. Congress.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.<sup>1</sup>

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.

Some of Registrant's activities may involve lobbying, preparation and dissemination of informational materials and otherwise engaging with US policymakers in relation to advising the Foreign Principal.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including 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
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> to the date of registration 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
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> to the date of registration 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
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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.

**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
02/04/2026	Edward J. Newberry	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Edward J. Newberry
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 753" type="text" value="Sign"/> _____

**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.

**Signature**

**Printed Name**

**Date**



Edward J. Newberry

2/4/2026

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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.

**Signature**

**Printed Name**

**Date**



Edward J. Newberry

2/4/2026

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**EXECUTION**

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**Signature**

**Printed Name**

**Date**



Edward J. Newberry

2/4/2026

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**EXECUTION**

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**Signature**

**Printed Name**

**Date**



Edward J. Newberry

2/4/2026

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Squire Patton Boggs (US) LLP  
2550 M Street, NW  
Washington, District of Columbia 20037

O +1 202 457 6000  
F +1 202 457 6315  
squirepattonboggs.com

Ludmilla L. Kasulke  
T +1 202 457 5125  
ludmilla.kasulke@squirepb.com

January 19, 2026

Minister Sarah Ahn  
Economic Minister  
Embassy of the Republic of Korea in the USA  
2450 Massachusetts Avenue, NW  
Washington, DC 20008

**Re: 2026 Advocacy Engagement (Q1 and Q2)**

Dear Minister Ahn:

We thank you for the opportunity to represent the Economic Section of the Embassy of the Republic of Korea in the USA (the "Embassy") and to provide monitoring and consulting services with respect to: (1) US-Korea relations related to economy and trade, politics, and security; (2) economic policies, measures, and legislative activities in the Executive Branch and US Congress; (3) the Embassy's proposal for a professional visa program; and (4) arranging meetings with key personnel in the administration or members or staff of the U.S. Congress.

A written engagement agreement is required or recommended by the law of professional ethics in the jurisdictions in which we practice law. The engagement agreement between us consists of this letter and the enclosed Standard Terms and Conditions of Engagement ("Standard Terms"). In case of any contradiction between this letter and the Standard Terms, this letter controls for purposes of this representation. The engagement agreement is designed to address our responsibilities to each other and to outline for you certain important matters that are best established early as we form an attorney-client relationship with you in this matter.

The engagement agreement responds to requirements in the rules of professional ethics and is intended to achieve a better understanding between us. We request that you review this agreement carefully. By proceeding with this engagement, you will be indicating to us that you have done so. It is important that you review and understand the terms of our relationship, such as the section on "Conflicts of Interest." For many of our clients from nations other than the United States, the section on "Conflicts of Interest" makes our agreement on conflicts similar if not identical to the ethics rules for lawyers in your country.

Based on our current understanding of the proposed representation, the fee for the representation described in this engagement agreement will be \$105,000 per quarter (the "Retainer"), for the time period starting January 1, 2026, through June 30, 2026, payable within 30 days of the date of each quarterly statement. We will absorb routine expenses, such as cab fare and photocopying

Squire Patton Boggs (US) LLP

Minister Sarah Ahn  
Embassy of the Republic of Korea in the USA  
January 19, 2026

within the Retainer. We will bill separately for extraordinary costs, including any travel, which we will not undertake without the Embassy's prior approval. Please note that, under our Standard Terms, invoices for our fees are payable within thirty days of the date of our statement.

Any of the following alternative methods for acceptance of this engagement agreement will be effective: (i) signing and returning the copy of this letter that is enclosed for that purpose, or (ii) assigning us work, including continuing any previous assignment of work, or (iii) sending us a letter or e-mail clearly referencing this engagement agreement and agreeing to it. However, even if you accept this engagement agreement by methods (ii) or (iii), I would appreciate it if you would confirm your acceptance by countersigning the enclosed copy of this letter and returning it to me. If you do not agree with one or more of the provisions of the engagement agreement, please contact me so that we can try to address your concerns. As explained in the attached Standard Terms, you can terminate our services at any time. Of course, if you have any questions or concerns regarding the foregoing, please call me.

Sincerely,

Squire Patton Boggs (US) LLP



Ludmilla L. Kasulke

**Letter and Standard Terms Accepted,  
including section on "Conflicts of Interest"  
and "Public Policy Practice"**

***Economic Section of the Embassy of the  
Republic of Korea***

By:   
Name of individual client representative

Date: January 28, 2026

Title: Economic Minister

Enclosure

Squire Patton Boggs (US) LLP

Minister Sarah Ahn  
 Embassy of the Republic of Korea in the USA  
 January 19, 2026

**Standard Terms and Conditions of Engagement Applicable Worldwide**

The Engagement Agreement between us consists of the related Engagement Letter and, as applicable, any separate Matter Acknowledgment Letter (collectively and individually "Engagement Letter"). It also consists of these Terms and Conditions of Engagement and any Terms and Conditions of Engagement applicable for particular jurisdictions (collectively and individually "Standard Terms and Conditions of Engagement" or "Standard Terms") as well as any terms in any other document to which we both agree in writing. The Engagement Agreement is the means by which you are retaining the Firm (as defined in these Standard Terms) to provide legal services. "You" and "yours" refers to our client(s) defined more fully below in the section entitled WHO IS AND IS NOT OUR CLIENT. The following topics are covered in these Standard Terms:

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 Scope and Nature of Our Services to You ..... 2  
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**THE FIRM**

"Squire Patton Boggs" is the collective trade name for an international legal practice comprised of partnerships or other entities authorized to practice law in various nations or other jurisdictions. The "Firm" means Squire Patton Boggs (US) LLP,<sup>1</sup> Squire Patton Boggs (UK) LLP,<sup>2</sup> Squire Patton Boggs (AU),<sup>3</sup> and/or an affiliate listed at <https://www.squirepattonboggs.com/en/footer/legal-notices> in all cases including the entity or entities lawfully permitted to practice law in the jurisdiction or jurisdictions necessary or appropriate to provide your legal services. Your engagement in this instance is with the entity<sup>4</sup> which sent you the Engagement Letter for these Standard Terms and, as applicable, with such other Squire Patton Boggs entity or entities necessary or appropriate for your legal services, in which case the entity which sent you the Engagement Letter for these Standard Terms is acting on their behalf. These

<sup>1</sup> Squire Patton Boggs (US) LLP is a limited liability partnership organized under the laws of the State of Ohio, USA.

<sup>2</sup> Squire Patton Boggs (UK) LLP (trading as Squire Patton Boggs) is a Limited Liability Partnership registered in England and Wales with number OC 335584 authorised and regulated by the Solicitors Regulation Authority with SRA number 485150. A list of the members and their professional qualifications is open to inspection at 60 London Wall, London, EC2M 5TQ.

<sup>3</sup> Squire Patton Boggs (AU) is a general partnership established under the laws of Western Australia.

<sup>4</sup> Squire Patton Boggs includes partnerships or other entities in a number of different nations. Due to local laws on regulation of the legal profession, the formal legal name may differ in some nations.



Standard Terms apply to your relationship with all Squire Patton Boggs entities, including of course those which provide you services. "We" or "us" or "our" refer not only to the entity sending you these Standard Terms, but also to all Squire Patton Boggs entities unless the context or applicable law requires reference only to the specific entity or entities you contract with. Squire Patton Boggs lawyers worldwide are available to meet your needs and thus Squire Patton Boggs personnel from other Squire Patton Boggs entities may be selected to serve you whatever Squire Patton Boggs entity you contract with. The use of "Squire Patton Boggs" as a trade or business name or brand by all or any of such entities shall not imply that the international legal practice is itself engaged in the provision of legal or other services. For further information please see [www.squirepattonboggs.com](http://www.squirepattonboggs.com).

This Engagement Agreement shall apply to all matters for which you might now or in the future request our assistance, unless of course you and we agree in the future to an updated version of this Engagement Agreement or to a new or revised Engagement Agreement expressly referring to and superseding this Engagement Agreement in whole or in part. This Engagement Agreement also applies to any affiliate or other related party that becomes our client unless and until a separate engagement agreement is agreed to between such party and us. We encourage you to retain this Engagement Agreement.

#### **WHAT PROFESSIONALS WILL PROVIDE THE LEGAL SERVICES?**

In most cases one of our lawyers will be your principal contact. From time to time that lawyer may delegate parts of your work to other lawyers or to legal assistants or nonlegal personnel in the Firm or to outside "contract" personnel.

#### **SCOPE AND NATURE OF OUR SERVICES TO YOU**

In our Engagement Letter that presents these Standard Terms to you, or in a separate Matter Acknowledgement Letter, we will describe the matter or case in which we will be representing you. Unless we agree in writing to expand the scope of our representation, an important part of our Engagement Agreement is that we are not your legal advisor in other matters, and you will not rely upon us to provide legal services for matters other than that described in the relevant Engagement Letter. For example, unless specified in the relevant Engagement Letter, our representation of you does not include any responsibility for: review of your insurance policies to determine the possibility of coverage relating to this matter; for notification of your insurance carriers about the matter; advice to you about your disclosure obligations under securities laws or any other laws or regulations; or advice on tax consequences. The description of the nature and scope of our services in any letter or e-mail concerning the inception of our engagement is generally made at the beginning of our representation and is sometimes, of necessity, described in broad terms. The actual nature and extent of our representation may be narrower and more precise and is to be determined over the life of the representation by your requests for our legal services and our response based on the letters, e-mails, or other documents exchanged between us. Of course, you and we can enter into an additional engagement agreement for services outside any general description in any letters or e-mails at the beginning of our engagement. If at any time you do not have a clear understanding of the legal services to be provided or if you have questions regarding the scope of our services, we are relying on you to communicate with us. The scope of our representation of you does not include the terms of this Engagement Agreement between us. You are encouraged to consult with independent lawyers on such terms.



We will apply our professional skill, experience and judgment to achieve your objectives in accordance with the honored standards of our profession that all lawyers are required to uphold. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control, including the unpredictable human element in the decisions of those with whom we deal in undertaking your representation.

We will comply properly and fully with the duty of confidentiality as described in the rules of professional conduct governing our profession which provide special and stringent protection for ethically protected information concerning our representation of you (hereinafter client "confidential information"). In compliance with such rules on confidential information and this Engagement Agreement, we will not disclose to any other client or use against you any of your confidential information and likewise will not disclose to you the confidential information of any other client or use that client's confidential information against it. You agree that we may disclose part or all of this Engagement Agreement when it is relevant to an issue before a court, Bar or other authority over lawyers, or third party.

Your responsibilities to us in each representation that you ask us to undertake include providing full, complete and accurate instructions and other information to us in sufficient time to enable us to provide our services effectively.

#### **WHO IS AND IS NOT OUR CLIENT**

An essential condition of our representation is that our only client is the person or entity identified in the Engagement Letter. In the absence of an express identification of our client in the text of the Engagement Letter, our

client is the person or entity to whom the Engagement Letter is addressed, even though in certain instances the payment of our fees may be the responsibility of others. In situations in which our client is an entity, we have addressed the Engagement Letter to an authorized representative of the client. Throughout these standard terms, "you" refers to the party that is our client, not the individual addressed.

Unless specifically stated in our Engagement Letter, our representation of you does not extend to any of your related parties, including affiliates, and we do not assume any duties with respect to them. You are our only client. Unless we state specifically in an Engagement Letter, we do not represent a corporate family or other group of which you may be a part, do not represent its members other than you, and do not owe them any duties. For example, if you are a corporation, our representation does not include any of your direct or indirect parents, subsidiaries, sister corporations, partnerships, partners, joint ventures, joint venture partners, any entities in which you own an interest, or any employees, officers, directors, or shareholders of you or your affiliates or other related parties. If you are a limited liability company, our representation does not extend to the members of the limited liability company. If you are a partnership our representation does not extend to the partners of any kind or character, including but not limited to general partners or limited liability partners or limited partners or members. If you are a joint venture, our representation does not extend to the participants. If you are a trade association, our representation excludes members of the trade association. If you are a governmental entity, unless explicitly agreed by both of us, our only client is the ministry, office, or other part of a government directly instructing us. Our representation does not include other governmental entities, including other agencies, departments, bureaus, boards or other parts of the same government. If you are an individual, our representation does not include your spouse, siblings, or other family



members. If you are a trust, you are our only client. The beneficiaries are not our clients, nor is the trustee in any capacity other than as the fiduciary for the particular trust in our representation. If our representation involves legal services for related parties or conferring benefits on related parties or receiving confidential information of related parties, these aspects of the representation do not make them clients. It would be necessary for related parties, including all those listed above, to enter into a written engagement agreement with us much like this one before they would become clients and we would assume duties towards them. If for any reason a related party becomes our client, this Engagement Agreement governs our relationship with the related party unless and until a separate engagement agreement is agreed to between such related party and us. We are relying on you to communicate the points in this provision to your related parties.

If you provide us with any confidential information of your related parties or any other entities or individuals during our representation of you, we will treat it as your information and maintain its confidentiality in accordance with our duties to you as our client under applicable law, but insofar as applicable law permits us to agree on our respective rights and duties, you are the only party to whom we owe duties regarding such information.

Except as specifically agreed by both of us, the advice and communications that we render on your behalf are not to be disseminated to or relied upon by any other parties without our written consent.

#### **CONFLICTS OF INTEREST**

Squire Patton Boggs is international with lawyers and clients from many nations. This provision is designed to establish the same standards for all of our clients and lawyers. The result of this provision is similar to the result otherwise applicable under the professional standards for lawyers in almost all

jurisdictions outside the U.S. (and under the Texas Disciplinary Rules of Professional Conduct). The effect of this provision is similar to the effect of the professional standards for a majority of our lawyers. Since our legal practice began over 100 years ago, thousands of corporations, other businesses, individuals, governmental bodies, trusts, estates, and other clients have asked our lawyers to represent them, in many cases in large and usual matters. With over 10,000 current clients, you should understand that during the course of our representation of you we may represent any other client in any kind of matter; you should not assume any exceptions. Information on the nature of our clients and practice is available upon request and on the internet. An advantage to proceeding with our representation of you may be the services of specific individuals, or of a large team, or of a special nature, or in particular jurisdictions. We understand and agree that this is not an exclusive agreement, and you are free to retain any other lawyers of your choosing in this and other matters. We commit that the lawyers who are personally working for you will not work for any other client adverse to you throughout the representation unless you agree otherwise. Further, throughout the representation we commit that our other lawyers shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to our representation of you or (ii) where there is a reasonable probability that confidential information you furnished to us could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. Finally, we commit that after the representation has ended, unless you agree otherwise, the lawyers who have personally worked for you shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to their representation of you or (ii) where there is a reasonable probability that confidential



information you furnished to them could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. You agree that these commitments entirely replace any rule that might otherwise treat approximately 1,500 lawyers with Squire Patton Boggs as one lawyer for conflicts purposes and any imputation or vicarious treatment of knowledge or conflicts among all lawyers in Squire Patton Boggs.

For further explanation of the provision being replaced see [https://www.americanbar.org/groups/professional\\_responsibility/publications/model\\_rules\\_of\\_professional\\_conduct/rule\\_1\\_10\\_imputation\\_of\\_conflicts\\_of\\_interest\\_general\\_rule.html](https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_10_imputation_of_conflicts_of_interest_general_rule.html) including Comment ¶ [2].

For explanation of "substantially related" matters see [https://www.americanbar.org/groups/professional\\_responsibility/publications/model\\_rules\\_of\\_professional\\_conduct/rule\\_1\\_9\\_duties\\_of\\_former\\_clients.html](https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_9_duties_of_former_clients.html) especially Comment ¶ [3].

You understand and agree that, consistent with those commitments, we are free to represent other clients, including clients whose interests conflict with your interests or conflict with the interests of your affiliates or other related parties in litigation, business transactions, negotiations, alternative dispute resolution, administrative proceedings, bankruptcy or insolvency matters, discovery disputes, or other legal matters. Our lawyers value their individual professional independence, and you also agree that the interests of other clients represented by our other lawyers will not create a material limitation on your representation by the lawyers who personally represent you. For further explanation of "material limitations" see [https://www.americanbar.org/groups/professional\\_responsibility/publications/model\\_rules\\_of\\_professional\\_conduct/rule\\_1\\_7\\_conflict\\_of\\_interest\\_current\\_clients/comment\\_on\\_rule\\_1\\_7.html](https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_7_conflict_of_interest_current_clients/comment_on_rule_1_7.html) especially Comment [8]. You agree that

a precondition to our forming a lawyer/client relationship with you and undertaking your representation is your agreement that our representation of you will not prevent or disqualify us from representing clients adverse to you or your affiliates or other related parties in other matters and that you consent in advance to our undertaking such adverse representations, subject to the exceptions and commitments explicitly set forth above. Please let us know if you would like to discuss excluding particular parties or matters from your agreement. Our agreements and yours are effective immediately. In similar engagement agreements with a number of our other clients, we have asked for similar agreements to preserve our ability to represent you.

#### **PUBLIC POLICY PRACTICE**

Among the wide array of legal services that we provide to clients in particular representations in many but not all nations, States, and other jurisdictions around the world in compliance with their law are representations with respect to the legislative, executive, administrative and other functions of governments (herein "public policy" representations). We have a public policy practice in business regulation, defense, energy, resources and environmental matters, financial services, food and drug, domestic and international trade, health care, taxation, transportation, and numerous other areas affected by government action. Information on the extensive scope of our public policy practice, the other areas in which we offer legal services, and the large number and diversity of our clients is available on request or on the internet. Given the breadth of our public policy practice, in agreeing to our representation of you, you should not discount the possibility that our representation of other clients in public policy matters at present or in the future might adversely affect your interests, directly or indirectly, or might be deemed to create a material limitation on our representation of you. A precondition to our forming a lawyer/client relationship with you and undertaking your



representation is your agreement that so long as such public policy representations are not substantially related to our representation of you and do not involve the use of material client confidential information to your disadvantage, the scope of the public policy representations that we can provide to existing or new clients will not be diminished in any respect by our undertaking our representation of you to the fullest extent client agreement allows.

### **REQUESTING LEGAL SERVICES ACTIVATES ENGAGEMENT TERMS**

These Standard Terms and the related Engagement Letter will become effective when you: (i) sign in the space provided and return the copy of any Engagement Letter for these Standard Terms, or (ii) assign us work, including continuing any previous assignment of work, or (iii) send us a letter or e-mail clearly referencing these Standard Terms and the related Engagement Letter and agreeing to them. If we have stated that these Standard Terms are a draft for discussion, they do not become legally effective during any period limited exclusively to discussion of the terms. However, after receipt of these Standard Terms, if you request us to perform legal services, including asking us to continue providing legal services, the following provisions in these Standard Terms are accepted and become legally effective: (1) all provisions that ethics law of the applicable State, nation, or other jurisdiction requires in an engagement agreement, (2) all provisions that address the ability of other existing and prospective clients to retain us as their lawyers, including but not limited to "Who Is and Who Is Not Our Client," "Conflicts of Interest," "Public Policy," "Termination of Representation," "Entire Agreement," and "Primacy;" (3) all provisions in these Standard Terms on the date 30 days following the later of both (a) your receipt of these Standard Terms and (b) your request that we perform legal services. You can terminate our Engagement Agreement with prospective

effect at any time. Provisions that became effective through your request for legal services can later be amended or replaced provided we both agree in writing.

### **TERMINATION OF REPRESENTATION**

You may terminate our representation at any time, with or without cause, upon written notice to us. After receiving such notice, or upon our termination of the representation as permitted by applicable ethical requirements, we will cease to render services to you as soon as allowed, which may include court approval of our withdrawal from litigation. Termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred both before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to you or to other lawyers of your choice, and you agree to pay all such amounts in advance upon request.

You agree that the Firm has the right to withdraw from its representation of you if continuing the representation might preclude the Firm's or any other Squire Patton Boggs entity's continuing representation of existing clients on matters adverse to you or related parties or if there are any circumstances even arguably raising a question implicating professional ethics, for example, because a question arises about the effectiveness or enforceability of this Engagement Agreement, or a question arises about conduct addressed by it, or an apparent conflict is thrust upon the Firm or any other Squire Patton Boggs entity by circumstances beyond its reasonable control, such as by a corporate merger or a decision to seek to join litigation that is already in progress, or there is an attempt to withdraw consent.

In any of these circumstances, you agree that we would have the right to withdraw from the representation of you. Regardless of whether



you or we terminate the representation, we would (with your agreement) assist in the transition to replacement lawyers by taking reasonable steps in accordance with applicable ethical rules designed to avoid foreseeable prejudice to your interests as a consequence of the termination.

If the terms of any Outside Counsel Policy or any other provisions from you contradict or are inconsistent with these Standard Terms or with terms in any Engagement Letter and would affect whether other existing or prospective clients could have us represent them, or would affect the scope or nature of our representation of them, or would create duties to you with respect to our representation or prospective representation of other clients, your sole remedy is to terminate your relationship with us, which you may exercise upon notice to us as provided in this section.

You agree that regardless of whether you or we terminate the representation (A) we would be paid by you for the work performed prior to termination; (B) our representation of you prior to any termination would not preclude the Firm or any other Squire Patton Boggs entity from undertaking or continuing any representation of another party; and (C) as a result of the Firm's or any other Squire Patton Boggs entity's representation of another party you would not argue or otherwise use our representation of you prior to any termination to contend that the Firm or any other Squire Patton Boggs entity should be disqualified.

When we complete the specific services you have retained us to perform, our lawyer-client relationship for that matter will be terminated at that time regardless of any later billing period. To eliminate uncertainty, our representation of you ends in any event whenever there is no outstanding request from you for our legal services that requires our immediate action and more than six (6) months (180 days) have passed since our last recorded time for you in the representation, unless there is clear and convincing evidence of our mutual

understanding that the representation has not come to an end. After termination, if we choose to perform administrative or limited filing services on your behalf, including but not limited to receiving and advising you of a notice under a contract, lease, consent order, or other document with continuing effect, or filing routine or repeated submissions or renewals in intellectual property or other matters, or advising you to take action, our representation of you lasts only for the brief period in which our task is performed, unless you retain us in writing at that time to perform further or additional services. After termination, if you later retain us to perform further or additional services, our lawyer-client relationship will commence again subject to the terms of this Engagement Agreement unless we change the terms in writing at that time. Following termination of our representation, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you actually engage us in writing to provide additional advice on issues arising from the matter after its completion, we have no continuing obligation to advise you with respect to future legal developments.

During or following our representation of you, we will be entitled to recover from you fees for any time spent and other charges, calculated at the then applicable rates if we are asked to testify or provide information in writing as a result of our representation of you or any legal requirements, or if our records from our representation of you are demanded, or if any claim is brought against any Squire Patton Boggs entity or any of its personnel based on your actions or omissions (in addition to any other costs involving the claim), or if we must defend the confidentiality of your communications under the lawyer-client or any other legal professional privilege (in which case we will to the extent that circumstances permit make reasonable efforts to inform you of the requirement made upon us and give you the opportunity to waive privilege).



### HOW WE SET OUR FEES

Unless another basis for billing is established in this Engagement Agreement, we will bill you monthly for the professional fees of lawyers, paralegals, and other personnel incurred on your behalf based on their applicable rates and the number of hours they devote to your representation. Overall fees will be in accord with the factors in the applicable rules governing professional responsibility. The billing rates of the personnel initially assigned to your representation are generally specified in the related Engagement Letter. The billing rates of our lawyers, paralegals, and other personnel vary, depending generally upon the experience and capabilities of the individual involved. Unless otherwise agreed in writing, we will charge you for their services at their applicable rates. Our hourly billing rates are adjusted from time to time, usually at the beginning of each year, both on a selected and firm wide basis. In addition, as personnel gain experience and demonstrate improved skills over time, they may advance into categories that have higher hourly billing rates. Advancements to a higher category are typically made annually. Upon any adjustment in the applicable rates, we will charge you the adjusted rates.

At times clients ask us to estimate the total fees and other charges that they are likely to incur in connection with a particular matter. Whenever possible, we are pleased to respond to such requests with an estimate or proposed budget. Still, it must be recognized that our fees are often influenced by factors that are beyond our control or unforeseeable or both. This is particularly true in litigation and other advocacy contexts in which much of the activity is controlled by the opposing parties and the Judge, Arbitrator or other decision-maker. Accordingly, such an estimate or proposal carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Accordingly, we make no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete any matter. We will not be obliged to continue work if the fees or other charges accrued on a matter reach an estimate previously given and a revised estimate cannot be agreed. Unless we have expressly agreed otherwise, payment of our fees and charges is in no way contingent on the ultimate outcome of the matter.

### OTHER CHARGES

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately or arrange for them to be billed to you directly. We may also require an advance payment from you for such charges. Examples of such charges include messenger, courier, and express delivery services; document printing, reproduction, scanning, imaging and related expenses; translations and related charges; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by third parties (such as outside experts and consultants, printers, appraisers, local and foreign legal personnel, government agencies, airlines, hotels and the like). Charges will generally be itemized on your bill, and will also be subject to VAT where applicable. Any bank charges which we incur when making check payments or telegraphic transfers of money may be charged to you inclusive of a handling fee. Our charges for these ancillary support services generally reflect our direct and indirect costs, but charges for certain items exceed our actual costs. For some services, particularly those that involve significant technology and/or support services which we provide (such as imaging documents, eDiscovery data processing/ hosting, and computer research), we attempt from time to time to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the



needs of any single client. In those cases, we may bill you at a per unit rate that may not reflect the quantity discounts we obtain. In many cases the total quantity that will be used by all of our clients over a year or other period of time is not certain. Our charge for fax services is typically based on a charge per page rather than the cost of the telephone usage. In the event any of our bills for such services are not paid by their due dates, you agree that our rights include the right not to advance any further amounts on your behalf.

When you send us a communication at the request of your auditors asking us for a response on any loss contingencies, levels of work in progress, etc., we may charge you a fixed fee for our response that varies with the level of difficulty of the response.

#### **RESPONSIBILITY FOR THIRD PARTIES AND CHARGES**

Where we engage others to act on your behalf we do so as your agent. Unless we agree specifically in writing and you advise any other law firm, professionals, or third parties in writing that they must comply with our directions, we are not responsible for them.

Notwithstanding our advance payments of any charges, you will be solely responsible for all invoices issued by third parties. It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses, appraisers, and court reporters) to bill you directly.

Prompt payment by you of invoices generated by third-party vendors is often essential to our ability to deliver legal services to you. Accordingly, you agree that we have the right to treat any failure by you to pay such invoices in a timely manner to be a material breach of your obligation to cooperate with us.

#### **BILLING ARRANGEMENTS AND PAYMENT TERMS**

We will bill you on a regular basis – normally, each month – for both fees and other charges. You agree to make payment within thirty (30) days of the date of our bill, unless a different period of time is specified in the Engagement Letter. If you have any issue with our bill, you agree to raise it specifically before thirty (30) days from its date or any other due date established in an Engagement Letter. If the issue is not immediately resolved, you agree to pay all fees and other charges not directly affected by the issue before thirty (30) days from the original bill or any other due date established in an Engagement Letter and all amounts affected by the issue within ten (10) days of its resolution. If we have rendered a final bill and we become liable for other charges incurred on your behalf, we will be entitled to render a further bill or bills to recover those amounts. In the event that a bill is not paid in full before thirty (30) days from its date or any other due date established in an Engagement Letter, late charges will be imposed on any unpaid fees and/or costs at the combined rate of eight percent (8%) per annum or at any lower rate legally required by a particular jurisdiction. If the related Engagement Letter for these Standard Terms of engagement specifies an event or an alternate date upon which payment is due, late charges will be imposed on any unpaid fees and/or costs thirty (30) days after the specified event or date or any other period specified in an Engagement Letter. The purpose of the late payment charge is to encourage prompt payment, thus reducing our billing and collection costs.

In addition, if your account becomes delinquent and satisfactory payment terms are not arranged, we may postpone or defer providing additional services or withdraw, or seek to withdraw, from the representation consistent with applicable rules. You will remain responsible for payment of our legal



fees rendered or accrued and charges incurred prior to such withdrawal.

When personnel from other Squire Patton Boggs entities have provided services to you, the portion of any invoice to you including such services is issued on behalf of the other Squire Patton Boggs entities that have provided services to you. The portion of your payment of fees and charges for the services and expenses of any such other Squire Patton Boggs entities will be attributed to them in accordance with our agreement with them, which reflects in major part the work performed by their personnel and expenses they incurred.

If our representation of you results in a monetary recovery by litigation or arbitration award, judgment, or settlement, or by other realization of proceeds, then (when permitted by applicable law) you hereby grant us a lawyers' lien on those funds in the amount of any sums due us.

If you have an arrangement for a payor to be responsible for paying the legal fees, costs, expenses, and other charges that will become due under this Engagement Agreement, you agree that if the payor fails for any reason to pay our bills as they become due, you will remain responsible for them as they are rendered upon the billing and payment terms set forth in this agreement. You understand and agree that the lawyer-client relationship will exist only between you and us, and that payor will have no right to information regarding your matter nor any right to direct us in providing the services under this Engagement Agreement, unless we both specifically agree. You may wish to consider whether you have the benefit of any insurance policy which might assist with the payment of our bills. However, we look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of legal fees and other costs arising from our services. These situations include payments under contracts,

statutes or insurance policies. However, it remains your obligation to pay all amounts due to us before expiration of thirty (30) days from the date of our bill unless a different period is established in an Engagement Letter.

## TAXES

You will be responsible for any applicable VAT or other sales tax that any jurisdiction may impose on our fees and other charges for this representation.

## DATA PROTECTION AND PRIVACY

We each have our respective obligations to relevant government authorities and to individuals whose personal data we process to comply with applicable data protection laws. If you disclose or transfer to us personal data concerning individuals who are connected to you, or are otherwise relevant to a matter on which we have been retained to provide legal services to you, it shall be your responsibility to transfer or otherwise disclose such personal data in compliance with all applicable data protection laws including, without limitation, having a lawful basis for the disclosure of any personal data to us. Where the General Data Protection Regulation ("GDPR") in the European Union or the United Kingdom and/or any other national legislation implementing GDPR, or law in other nations, states, or jurisdictions that protects personal data, including U.S. state consumer privacy laws (collectively "Privacy Laws") apply in relation to any personal data that you provide to us, we each act as a controller in our own right in regard to our respective processing of the personal data. Please refer to our Global Website Privacy Notice and the relevant privacy notices for specific jurisdictions published at <https://www.squirepattonboggs.com/privacy> (collectively "Privacy Notices") for a description of how we as controllers process the personal data of our clients, individuals connected to our clients and other business contacts, in accordance with requirements of applicable



Privacy Laws. In fulfilling our duties to relevant government authorities and individuals under applicable law our offices will process personal data that you share with us, or that we obtain from other sources on your behalf, only for the relevant purposes that are set out in our Privacy Notices or any supplemental notice that we may provide to you in connection with a particular matter, and consistent with our applicable ethical, legal and confidentiality obligations. You may also have obligations under applicable Privacy Laws, and you will reasonably cooperate with us with respect to any personal data that are shared between us, in order to facilitate compliance with the relevant provisions of the applicable Privacy Laws. If you disclose or transfer to us personal data concerning individuals who are connected to you, or are otherwise relevant to a matter on which we have been retained to provide legal services to you, it shall be your responsibility as the controller of that data to transfer or otherwise disclose such personal data in compliance with requirements of applicable Privacy Laws including (without limitation) by: (A) transferring the personal data to us only as necessary for us to provide the legal services for which you have retained us; (B) having a lawful basis for disclosing the personal data to us; (C) providing all the information required to be provided by applicable Privacy Laws, in the applicable circumstances, to the relevant individuals concerning the transfer of their personal data to us (including, where possible, a link to the applicable Privacy Notice published on the Squire Patton Boggs website); (D) assuming the primary responsibility for responding to data subject access requests in relation to personal data that you have shared with us; and (E) ensuring appropriate safeguards are in place to protect international transfers of personal data where applicable Privacy Laws so require. We will cooperate with you when reasonably possible to ensure that the required information referred to above is made accessible to the relevant individuals; and we will meet our own obligations to provide information directly to the individuals concerned, such as any

customized privacy notice that we may issue to address a specific matter if required by particular circumstances; but in most cases, it would be impossible, or would require disproportionate effort on our part to provide notice directly to all individual third parties that are connected to you when you share their personal data with us. The description of our respective obligations under applicable data protection laws covers our respective obligations to relevant government authorities and to individuals whose personal data we process but does not create new duties or obligations between us by virtue of these Standard Terms (except as explicitly stated concerning cooperation, your provision of individuals' data to us in compliance with law, and our respective roles as controllers of personal data).

#### **CLIENT AND FIRM DOCUMENTS**

We will maintain any documents you furnish to us in our client files for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us promptly as to which, if any, of the documents in our files you wish us to turn over to you. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and other charges. Your documents will be turned over to you in accordance with ethical requirements and subject to any lien that may be created by law for payment of any outstanding fees and costs. We may keep a copy of your files if you ask us to return or transfer your files. We will retain our own documents and files, including our drafts, notes, internal memos, administrative records, time and expense reports, billing and financial information, accounting records, conflict checks, personnel materials, and work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, and other materials prepared by or for the internal use of our lawyers. All such documents which we retain will be transferred to the person responsible for administering our



records retention program. We may convert both your and our documents to electronic form and retain only one copy of both electronically stored information and such converted documents. For various reasons, including the minimization of unnecessary storage charges, we have the right to destroy or otherwise dispose of any such documents or other materials retained by us seven (7) years after the termination of the engagement, unless applicable law permits or requires a shorter or longer period for preservation of documents, or unless a different period is specified in a special written agreement signed by both of us. With regard to any documents containing UK/EU personal data that you transfer to us that we have not previously destroyed as explained above, we will act under your instructions in relation to the timing of the deletion for such data in order to comply with the GDPR storage limitation principle or to assist you in responding to a valid data subject request for the deletion of personal data. Under the law of American and other jurisdictions, you are legally required to preserve all physical and electronic records concerning the subject matter of any lawsuit or claim once you receive notice. We as lawyers have a legal and ethical requirement to do the same. Please let us know if you have any questions about this, including how to preserve the records.

#### **ISO 27001 CERTIFICATION AND DATA SECURITY AND HANDLING**

Squire Patton Boggs has adopted a single high-quality program for data security and handling. Upon request we will be happy to provide you with the Squire Patton Boggs "Information Security Program Overview" and our latest ISO 27001 Certification. In the event that your review of those documents still leaves questions, we would be happy to arrange a discussion between your IT personnel and ours to answer your questions. With more than 10,000 clients at any one time, we cannot practically accommodate differing individual client requirements.

#### **DISCLOSURE OF YOUR NAME**

We are proud to serve you as legal advisers and hope to share that information with other clients and prospective clients. On occasion, we provide names of current clients in marketing materials and on our Web site. We may include your name on a list of representative clients. We may also prepare lists of representative transactions or other representations, excluding any which we believe are sensitive. If you prefer that we refrain from using your name and representation in this manner, please advise us in writing.

#### **SQUIRE PATTON BOGGS LAWYER/CLIENT PRIVILEGE**

If we determine during the course of the representation that it is either necessary or appropriate to consult with the Firm's Ethics Lawyers, lawyers in the Office of General Counsel, other specially designated Firm lawyers, or external legal advisers, we have your consent to do so with the confidentiality of our communications with such lawyers protected by a lawyer-client privilege which will not be diminished by our representation of you.

#### **SEVERABILITY**

In the event that any provision or part of this Engagement Agreement, including any Engagement Letters or other documents expressly stated to be part of the Engagement Agreement should be unenforceable under the law of the controlling jurisdiction, the remainder of this Engagement Agreement shall remain in force and shall be enforced in accordance with its terms.

#### **PRIMACY**

The paramount purpose of the following sections is to maximize the freedom of other clients to be represented by us: "Who is and is not our Client," "Conflicts of Interest," "Public Policy Practice," "Requesting Legal Services



Activates Engagement Terms," "Termination of Representation," and "Entire Agreement". In the case of language addressing this paramount purpose in other documents, such as a consent (waiver) letter for a particular conflict or an Engagement Letter, unless these sections are expressly superseded by explicit reference, they should be read to supplement such language, they are fully effective in case of any duplication, and they take precedence to the fullest extent possible in case of inconsistency to achieve the paramount purpose.

#### **ENTIRE AGREEMENT**

This Engagement Agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between us. This Engagement Agreement may be modified only by a signed written agreement by you and by us. You acknowledge that no promises have been made to you other than those stated in this Engagement Agreement. If you should send us engagement terms, whether in an Outside Counsel Policy, form of engagement letter, or in any other way, that we have not previously accepted in writing, such terms will operate as your proposal for discussion. Such engagement terms only become effective when explicitly accepted by us in writing. If such engagement terms contradict or are inconsistent with an Engagement Letter or the Standard Terms, and if they do not affect third parties (which are addressed in the following sentence), we both agree to negotiate in good faith to resolve the contradiction or inconsistency, and if you and we cannot agree on whether your term or our term or a compromise term should govern going forward, the issue shall be decided by the other terms on which we agree and any applicable law outside this Engagement Agreement, subject to your right and ours to end our representation upon notice consistent with the Termination of Representation provision. Notwithstanding anything else to the contrary, any general acceptance by one of

our lawyers of your engagement terms in an Outside Counsel Policy or otherwise (i) does not apply to current or prospective relationships with third parties addressed by provisions in these Standard Terms, including provisions on whether existing or prospective clients could have us represent them, (ii) does not affect the scope or nature of our representation of other clients, and (c) does not create duties to you with respect to our representation or prospective representation of other clients. While no exceptions are expected, for the avoidance of doubt no change in provisions in this and other sections of these Standard Terms on relationships with third parties, including other clients and prospective clients, is effective without signature approval by a Member of the Firm Ethics Committee, or Office of General Counsel, or Senior Management. Examples of terms affecting the rights of third parties are found in the section entitled Requesting Legal Services Activates Engagement Terms.

#### **INTERPRETATIONS**

This Engagement Agreement shall be interpreted to effectuate the intention of the Parties to observe all applicable present and future ethical and legal requirements and prohibitions. To the extent that any existing or future legal or ethical requirement or prohibition in any applicable jurisdiction does not allow or otherwise conflicts with any provision of this Engagement Agreement or service contemplated in it, then it shall not apply in whole or in part to the extent of such conflict or prohibition. Further, any such provision or service offering shall be deemed modified to the extent necessary to make it valid and consistent with such requirements and prohibitions.

#### **GOVERNING LAW AND COURTS**

All questions arising under or involving this engagement or concerning rights and duties between us will be governed exclusively by the law (excluding choice of law provisions) and



decided exclusively by the courts, Bar authorities, arbitrators or other dispute resolution procedures of the State, nation, or other jurisdiction in which the lawyer sending you this Engagement Agreement has his or her principal office, unless the Engagement Letter for these Standard Terms or other document that is part of our Engagement Agreement specifies the law of another State, nation, or other jurisdiction, in which case its law (excluding choice of law provisions) governs exclusively and its courts, Bar authorities, arbitrators or other dispute resolution procedures will govern exclusively. For the avoidance of doubt, to illustrate application of the foregoing exclusive choice-of-law and choice-of-forum principles by way of example and not limitation, when this engagement is governed by (i) law of one or more of the more than 30 nations or other jurisdictions that are a full or affiliate member of the Council of Bars and Law Societies of Europe (CCBE) or (ii) law of an Australian jurisdiction, or (iii) the Texas Disciplinary Rules of Professional Conduct, all questions of the consequences or implications of your status as a client or rights under this

agreement or as a result of this engagement, including whether our representation of another client creates a conflict, will be decided exclusively under the law of such jurisdiction and exclusively by courts, Bar authorities, arbitrators, or other dispute resolution procedures in such jurisdiction.

#### **IN CONCLUSION**

We look forward to a mutually satisfying relationship with you. If you have any questions about, or if you do not agree with one or more of these terms and conditions, please communicate with your principal contact at the Firm so that we can try to address your concerns. Your principal contact can recommend changes that will be effective once you receive written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Lawyer in Management and/or a Firm Ethics Lawyer. Thank you.



## **Pledge to Implement Integrity Pact**

The Contracting Officer of the Embassy of the Republic of Korea and the Company duly acknowledge that corruption-free and transparent business management and fair administration are essential to promoting social development and competitiveness. In line with the entry into force of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the increasingly stringent sanctions imposed internationally against corrupt companies and states, the Company's officers and employees (agents) and the Embassy of the Republic of Korea's Contracting Officer, in proactive response to the tenor of the integrity pact, hereby swear as follows with respect to participation in bidding for facility construction, commodity purchase or manufacturing, services, and the like of the Embassy of the Republic of Korea and execution and performance of an agreement subject to ordinary audits under the Guidelines on Conducting Ordinary Audits:


1. The two parties shall not pursue any unfair acts unduly impeding free competition by engaging in collusion to maintain a bidding price or award a contract to a specific person in bidding or by making any arrangement, resolution, or agreement with any other company;
2. In the course of bidding and execution/performance of an agreement, the Contracting Officer shall not demand that the Company provide money or other valuables, entertainment, or any undue gain irrespective of reasons therefor. The Company shall not directly or indirectly provide money or other valuables, entertainment, or any undue gain to the Contracting Officer and other government employees; and
3. If provision or acceptance of money or other valuables, entertainment, or any undue gain is revealed in connection with bidding and execution/performance of an agreement, the Company acknowledges that it shall be subject to cancellation of its selection as a successful bidder prior to conclusion of the agreement; revocation of the agreement after conclusion of, but prior to performance of, the agreement; and termination of the agreement in entirety or in part after performance thereof. The Contracting Officer shall assume liability therefor as provided by applicable law.

The Company shall observe this pledge, which is based on mutual trust. It shall also not claim damages against the Embassy of the Republic of Korea in connection with any series of measures taken by the Embassy of the Republic of Korea in response to its violation hereof, such as imposition of limitations on its participation in bidding and termination of the agreement, nor file any civil or criminal objection.

January 1, 2026

<Signatories>

Representative of the Company (Signature or Seal)

A handwritten signature in black ink, appearing to read "Samuel J. Keener". The signature is written in a cursive style with a large initial 'S'.

Contracting Officer (Signature or seal)