

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .33 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, Registration 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  KINGERY SAMET & SORINI PLLC	2. Registration No.  6465
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3. Name of Foreign Principal  
  
Republic of Korea, Ministry of Trade, Industry and Energy

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

PLEASE SEE ATTACHED AGREEMENT. REGISTRANT HAS BEEN ENGAGED TO PROVIDE GOVERNMENT RELATIONS AND LEGAL ADVICE RELATED TO DISCUSSIONS AND NEGOTIATIONS REGARDING THE KOREA-UNITED STATES FREE-TRADE AGREEMENT AND OTHER FTAs AND U.S. TRADE MEASURES. THIS MAY INCLUDE MEETINGS WITH ADMINISTRATION OFFICIALS AND MEMBERS OF CONGRESS AND THEIR STAFF, AS WELL AS OUTREACH TO RELEVANT PRIVATE SECTOR PARTIES.

THE REVISED AND RENEWED AGREEMENT WILL COMMENCE ON JANUARY 21, 2019, FOR A PERIOD OF ELEVEN MONTHS, AT AN HOURLY FEE PLUS EXPENSES.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

PLEASE SEE ATTACHED AGREEMENT. REGISTRANT HAS BEEN ENGAGED TO PROVIDE GOVERNMENT RELATIONS AND LEGAL ADVICE RELATED TO DISCUSSIONS AND NEGOTIATIONS REGARDING THE KOREA-UNITED STATES FREE-TRADE AGREEMENT AND OTHER FTAs AND U.S. TRADE MEASURES. THIS MAY INCLUDE MEETINGS WITH ADMINISTRATION OFFICIALS AND MEMBERS OF CONGRESS AND THEIR STAFF, AS WELL AS OUTREACH TO RELEVANT PRIVATE SECTOR PARTIES.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

PLEASE SEE ATTACHED AGREEMENT. REGISTRANT HAS BEEN ENGAGED TO PROVIDE GOVERNMENT RELATIONS AND LEGAL ADVICE RELATED TO DISCUSSIONS AND NEGOTIATIONS REGARDING THE KOREA-UNITED STATES FREE-TRADE AGREEMENT AND OTHER FTAs AND U.S. TRADE MEASURES. THIS MAY INCLUDE MEETINGS WITH ADMINISTRATION OFFICIALS AND MEMBERS OF CONGRESS AND THEIR STAFF, AS WELL AS OUTREACH TO RELEVANT PRIVATE SECTOR PARTIES.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B January 23, 2019	Name and Title John Kangery, Principal	Signature [Signature]
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**RETAINER AGREEMENT BETWEEN**  
**THE MINISTRY OF TRADE, INDUSTRY AND ENERGY**  
**OF THE REPUBLIC OF KOREA AND**  
**KINGERY, SAMET & SORINI PLLC**

**I. Parties**

This Agreement ("Agreement") is concluded and established between the Americas Division of the Ministry of Trade, Industry and Energy of the Republic of Korea ("MOTIE"), Sejong, Korea, on the one hand, and Kingery, Samet & Sorini, PLLC (the "Firm"), on the other.

**II. Services to be Provided**

The services to be provided by the Firm shall include, *inter alia*, legal and policy advice in regard to The Korea-U.S. Free-Trade Agreement ("KORUS FTA") negotiations, any other FTAs; implementation of such FTAs, U.S. trade measures including Section 232 of the Trade Expansion Act of 1962, Section 201 of the Trade Act of 1974 and other trade law and policy matters of interest or concern to MOTIE. These services shall be provided on a project-by-project basis, as directed by MOTIE after it has been determined by the Firm and MOTIE that no conflict of interest exists.

**III. Staffing**

The firm shall establish a pool of advisers, including John Kingery, which is responsible for its services under this Agreement. The Firm may subcontract work under this Agreement with the consent of MOTIE. The pool of advisors may include principals or employees of such subcontractor. MOTIE can designate a person in this pool for a specific service upon consulting

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with the Firm. The rates charged for such professional services are at the levels described in Section IV, below. Upon approval by MOTIE, the Firm may use these and other lawyers and non-legal professionals as necessary to assist the pool members in performing its duties.

#### **IV. Fees and Expenses**

The Firm shall charge hourly rates for services provided under Article II of the Agreement unless agreed by MOTIE and the Firm otherwise. The hourly rates for work performed by John Kingery and other principals of the Firm shall be at the Korean Government rate of US\$520 per hour. The Korean Government rate for senior staff is US\$300 per hour and professional support staff is US\$125 per hour. The Firm shall inform MOTIE of the hourly rates for any other professional personnel that are different from these rates prior to the commencement by those personnel of such services. The hourly rate set forth in this paragraph, and in any notices provided under this paragraph, shall not be increased during the period of this Agreement without prior approval of MOTIE.

The Firm shall notify MOTIE when total fees reach every US\$100,000 including expenses incurred. The Firm shall be reimbursed for out-of-pocket expenses. No major expenses, such as travel, shall be incurred without prior approval of MOTIE.

#### **V. Payments**

The Firm shall send invoices of fees and expenses to MOTIE. MOTIE shall make payment in US dollars within 60 days upon receiving the Firm's monthly invoices. Each invoice 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. Fees and expenses shall be billed on a project basis after completion of each

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specified project. Notwithstanding the previous sentence, in no case shall billing intervals be less than every 30-days.

The 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.

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

## **VI. Conduct of Services**

**A.** The Firm, in undertaking its obligations under this Agreement, shall exercise due diligence and care. The Firm shall compensate MOTIE for any damages to MOTIE resulting from the Firm's negligent performance of services under this Agreement, subject to the rules governing law firm liability for negligence, and any offsets, reductions or other limitations thereto, under the laws of the District of Columbia. Damages shall in no case be greater than the fees paid to the Firm under any current year's Agreement.

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

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

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**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 work for other clients and its work for MOTIE that would disqualify the Firm under the Rules of Professional conduct of the District of Columbia, from representing MOTIE on the matters described in this Agreement.

B. The Firm will not in the future represent any other client in connection with any of the specific matters in which the Firm is then representing MOTIE, if that other client's interest in those matters is adverse to MOTIE's.

C. 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 described in 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.

**IX. Termination**

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 period monthly invoice. In addition, if such termination occurs, any documents and property of MOTIE shall be returned promptly.

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

**X. Modification**

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

**XI. Force Majeure**

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

**XII. Applicable Law and Dispute Settlement**

The Firm is governed by the laws and rules of the District of Columbia and the United States of America and shall provide legal services consistent with these laws and rules. The formation, validity, construction and the performance of this Agreement are governed by the laws of the Republic of Korea. MOTIE and the Firm shall endeavor to resolve amicably through

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consultations any dispute, controversy or difference which may arise between them in relation to this Agreement. Should such consultations fail to reach a mutually acceptable resolution, the matter shall be referred to the Korean Commercial Arbitration Board for arbitration in Seoul, Korea in accordance with the International arbitration Rules of the Korean Commercial Arbitration Board. The place of arbitration shall be Seoul, Korea. The decision rendered by the arbitrators shall be final and binding upon the parties concerned.

**XIII. Effective Date**

This Agreement for legal services shall be effective as of January 21, 2019, and shall remain valid through December 15, 2019. Renewal of this Agreement will be determined by mutual agreement at the end of each fiscal year. MOTIE and the Firm shall consult as early as feasible prior to the expiration should MOTIE and the Firm wish to extend this Agreement.



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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: Jangho Lee

Title: Director for Americas Division

Date: Jan. 21, 2019

For: Kingery, Samet & Sorini PLLC

By: John Kingery  
John Kingery

Title: Principal

Date: January 17, 2019