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RETAINER AGREEMENT BETWEEN

THE MINISTRY OF TRADE, INDUSTRY AND ENERGY

OF THE REPUBLIC OF KOREA

AND K&L GATES LLP

I. Parties

This agreement ("Agreement") is concluded and established between the Ministry of Trade, Industry and Energy of the Republic of Korea ("MOTIE" or "you"), Sejong, Korea, on the one hand, and K&L Gates LLP (the "Firm" or "we"), on the other. The Firm is being engaged to act as counsel solely for MOTIE and not for any affiliated entity, partner, official, member, manager, director, officer or employee (including other government agencies, departments, offices or authorities).

II. Scope of Engagement

We understand we are to assist MOTIE with its public advocacy and outreach efforts to educate Americans about the importance and benefits of the U.S.-Korea relationship and investments in the U.S. as well as potential consequences of certain trade actions and KORUS negotiations. This work will include monitoring and advising on U.S. Government policies and actions, drafting various materials for public distribution, maintaining a website, and conducting outreach to state government officials including hosting in-state events. The Firm will engage the public relations services of LEVICK Communications to assist in these efforts.

In view of the nature of the Firm's of MOTIE, we will register and report our activities on your behalf under the Foreign Agents Registration Act (FARA). LEVICK Communications will similarly register and report their actions under FARA.

The Firm's engagement to represent MOTIE is limited to the matters described in the Agreement. We will address separately any legal or lobbying matters that MOTIE may request and which the Firm expressly agrees to provide representation. We have not been retained, and expressly disclaim any obligation, to provide business or investment advice. The MOTIE signatory acknowledges that the Firm has not provided MOTIE with legal advice concerning the terms and conditions of our Agreement.

MOTIE understands that the Firm may currently represent, and may represent from time to time in the future, various U.S. or Korean commercial persons and entities as clients in matters where we take positions that are adverse to those taken by other Korean persons or entities involved in those matters, including matters involving litigation, government investigations and enforcement actions, trade proceedings, commercial transactions, and other matters. MOTIE agrees that the Firm's representation of MOTIE will not create a conflict or otherwise prevent the Firm from

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representation in such matters, provided that the representations are consistent with the rules of professional conduct.

III. Period of Representation

Our representation will begin upon signing of this Agreement by the Firm and MOTIE and will continue until December 15, 2018 ("Engagement Period).

IV. Fees and Expenses

As discussed, our fee for the engagement period is $495,000. This fee is payable in 11 equal monthly payments of forty-five thousand U.S. dollars (U.S. $45,000.00) per month, inclusive of out of pocket expenses and those associated with materials production, website hosting, and events in Washington or the states. Any extraordinary expenses, such as international travel or a large event, are excluded from the representation and as necessary will be pre-approved by MOTIE and billed separately.

V. Billing and Payments

The first month's retainer payment for $45,000 will be made upon the execution of this Agreement by MOTIE. We will render subsequent statements for our monthly fixed retainer payment of forty-five thousand U.S. dollars (U.S. $45,000) per month on a monthly basis on the 5th of each month and ask that payment to be made within 30 days. MOTIE shall ensure that all invoices are paid before December 31, 2018.

The Firm's invoices shall be accompanied by a detailed description of the work performed during the applicable month, including who performed the work, the number of hours worked, and expenses incurred. The monthly invoices also shall include a description of the work performed by LEVICK Communications. The Firm shall provide the full expense report on the invoice of the last month.

In the event MOTIE fails to make payments of any outstanding invoices in accordance with the terms set forth in the preceding paragraphs, we reserve the right to suspend the Firm's services until satisfactory payment arrangements are made or to terminate the Firm's services if such arrangements are not made and if such termination is otherwise appropriate.

VI. Staffing and Communication

Tyler Won will be the principal contact with respect to the Firm's representation of MOTIE. The proposed team for MOTIE will include Stacy Ettinger, Dan Crowley, Jim Walsh, John McHugh, Bart Gordon, Amy Carnevale, and Bruce Heiman.

Our representation of you also will be staffed by other partners, associates and other professional staff as may be appropriate under the circumstances. We will endeavor to keep you apprised of significant developments in the course of our engagement, to consult with you about our work on an ongoing basis, and to obtain your direction on critical issues.

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Any questions MOTIE may have about the Firm's work or any other aspect of the representation should be raised with Tyler Won. He can be reached at the office at (202) 778-9205 or on his mobile telephone at (703) 559-4028.

VII. Terms of Engagement

A. TERMINATION

1. Your Right to Terminate

You may terminate our services at any time upon thirty (30) days prior written notice.

2. Our Right to Terminate

Subject to any applicable ethical rule or legal requirement, the Firm reserves the right to terminate its representation of you, subject to such permission from any court or tribunal as may be required under the circumstances. In such event, we will provide you with reasonable notice of our decision to terminate and afford you a reasonable opportunity to arrange for successor lawyers, and we will assist you and your successor lawyers in effecting a transition of the engagement. Reasons for the Firm's termination may include your breach of our Engagement Contract including, without limitation, failure to pay outstanding statements in a timely manner as set forth above, the risk that continued representation may result in our violation of applicable rules of professional conduct or legal standards or of our obligations to any tribunal or third parties, your failure to give us clear or proper direction as to how we are to proceed or to cooperate in our representation of your interests, or other good cause

3. Termination Upon Conclusion

Unless it is previously terminated, our representation of you, and our lawyer-client relationship with you, will be deemed to have been terminated upon the conclusion of our services and our delivery of our final statement for the services described in our engagement letter and any additional matters for which the Firm has expressly agreed to provide representation.

4. Post-Engagement Matters

After the conclusion or termination of our representation of you as described in our engagement letter and these Terms, changes in relevant laws, regulations or decisional authorities may affect your rights and obligations. Unless you engage the Firm to provide future services and to advise you with respect to any issues that may arise in the future as a result of such changes, we will have no continuing obligation to advise you with respect to future legal developments.

B. OUR COMMUNICATIONS WITH CLIENTS

The Firm's lawyers strive to keep our clients reasonably informed about the status of our engagements and promptly to comply with reasonable requests for information. To enable us to

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provide effective representation, you agree to be truthful and to cooperate with us in the course of the engagement and to keep us reasonably informed of material developments.

If there are particular limitations on how you would like us to communicate with you, please advise us in advance about your preferences. Unless you advise us to the contrary, however, we will assume that communication by e-mail and fax is acceptable to you. Absent special arrangements, we do not employ encryption technologies in our electronic communications.

C. CONFIDENTIALITY

1. Confidentiality and Disclosure

We owe a duty of confidentiality to all our clients. Accordingly, you acknowledge that we will not be required to disclose to you, or use on your behalf, any documents or information in our possession with respect to which we owe a duty of confidentiality to another client or former client.

2. Disclosure to Certain Third Parties

You agree that we may, when required by our insurers, auditors or other advisers, provide details to them of any matter or matters on which we have represented you.

3. Disclosure to Other K&L Gates Entities

You agree that we may disclose confidential information relating to you, or any matters on which we are representing you, to other K&L Gates entities.

4. Data Protection

Any information, including personal data, that K&L Gates collects in our global legal practice may be controlled, stored and processed in, and transferred among, any of our offices and with such contractors as we engage to assist us in our practice, and may be transferred to and through any country, including countries that may not have privacy (data protection) legislation and regulations comparable, for example, to countries in the European Economic area. The location of our offices and of such contractors may change from time to time, and we may acquire offices and engage contractors in other countries at any time. We understand that, in engaging the Firm, you expressly consent to all such control, storage, processing and transfers.

D. CONFLICTS OF INTEREST

The Firm's lawyers, acting in a variety of practice areas and in multiple jurisdictions, provide and will provide legal services to thousands of current clients and future clients. Those clients may be competitors, customers, suppliers or have other business dealings and relationships inter se. As a result, those clients may have matters in which their interests are actually or potentially adverse to one another.

In these circumstances, the Firm's ability 1) to represent you in any matter involving, directly or indirectly, another client, and 2) to represent as a client any individual or entity that is or has

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been adverse to you will be governed exclusively by applicable rules of professional conduct, unless otherwise agreed to by you and the Firm and, as appropriate, any other Firm client. To allow the Firm to represent both you and other current and future clients in pending or future matters to the fullest extent consistent with applicable ethical restrictions, we request our clients to agree to a limited waiver of certain actual or potential conflicts of interest.

Specifically, by this engagement, (1) you agree that the Firm can represent other clients whose interests are actually or potentially adverse to you and can represent as a client any individual or entity that is or has been adverse to you, provided that: (a) the matter is not substantially related to any current or concluded matter in which the Firm has represented you; (b) in carrying out any such other representation, the Firm shall not violate the duty of confidentiality that we owe to you; and, (c) prior to undertaking the other representation, the Firm has reasonably concluded, in the existing circumstances, including this consent, that the Firm can provide competent and diligent representation to you and each other affected client and that the other representation complies with applicable ethical standards; and, (2) you agree that you will not seek to disqualify us from representing other clients with respect to any matters where such provisos are satisfied.

You further agree that, if you choose to withdraw your consent to the Firm's representation of another client in any such other representation, you will, at our request, engage other counsel, and, after any brief and reasonably necessary transition period (for which we will not bill you), you will permit us to terminate our representation of you unless any rule or statute or tribunal with jurisdiction precludes us from doing so.

We have a large and diverse transactional patent practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we render patentability, infringement and validity opinions regarding, and advance patentability arguments over, patents and/or patent applications owned, licensed or controlled by you, but not handled by our law firm.

We also have a large and diverse transactional trademark practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we render registrability, infringement and validity opinions regarding, and advance registrability arguments over, registered or unregistered trademarks and/or trademark registration applications owned, licensed or controlled by you, but not handled by our law firm.

Finally, you agree that, for the purposes of determining whether any conflict may exist, only the client(s) identified in our engagement letter, and not any affiliated entity or person, shall be considered our client.

E. OPPOSING LAWYERS

In addition to our representation of business and not-for-profit entities as well as individuals, we also regularly serve as legal counsel to lawyers and law firms. From time to time, we engage other lawyers and law firms to represent us. As a result, opposing lawyers in a matter may be a lawyer or law firm that we represent now or may represent in the future. Likewise, opposing lawyers in a matter may represent us now or in the future. Further, we have professional and personal relationships with many other lawyers, often because of our participation in professional organizations. Collectively, these situations are common in the legal field. We

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believe that these relationships with other lawyers will not adversely affect our ability to represent you.

F. DOCUMENT RETENTION

Your original hard copy documents and property, described further below, will be returned to you upon conclusion of our representation of you on a particular matter (unless they are relevant to another matter on which we continue to represent you) and, upon our receipt of payment for outstanding fees and other charges, subject to applicable Rules of Professional Conduct. At that time, you will also have the opportunity to accept the remainder of your entire client file, including lawyer work product. Some K&L Gates offices maintain files in a digital image format. If you request your file from any of those offices, we will provide it in an electronic format on a CD, DVD or other medium. Should you decide not to accept your remaining file at that time, you authorize us to destroy your files at our discretion. If you do not request the return of your file at the time your matter is concluded, we may retain or destroy the file without further notice to you.

Original documents and property, if not returned to you for any reason, will be designated for permanent retention and will not be destroyed without your prior approval. Such items include, but are not limited to, money orders, travelers checks, stocks and bonds, final executed releases, settlement agreements, contracts and sale or purchase agreements, judgments, deeds, titles, easements, wills and trusts, powers of attorney and all other dispositive estate planning documents.

You agree that our drafts of documents, notes, internal working papers, internal e-mail and electronic databases shall be and remain the property of K&L Gates LLP and shall not be considered part of your client file.

The Firm retains the right to make copies of your file, at our expense, for our own information and retention purposes.

G. FIRM LAWYERS' PRIVILEGE

We believe it is in your interest as well as the Firm's interest that, in the event ethical or other legal issues arise during our representation of you, including conflict of interest issues or potential disputes between us, the Firm lawyers working on your behalf are able to receive informed, confidential advice regarding their obligations. Accordingly, if we determine in our discretion that it is necessary or advisable for Firm lawyers to consult with our internal or outside counsel, you agree that they may do so and that you recognize the Firm has a lawyer-client privilege protecting the communications between the Firm lawyers working on your behalf and the Firm's internal or outside counsel.

H. SEVERANCE OF TERMS

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If all or any part of our Engagement Contract is or becomes illegal, invalid or unenforceable in any respect, then the remainder will remain valid and enforceable.

I. THIRD PARTY RIGHTS

No provision of our Engagement Contract is intended to be enforceable by any third party. Accordingly, no third party shall have any right to enforce or rely on any provision of our Engagement Contract.

J. ASSIGNMENT

1. Permitted Assignment

We may assign the benefit of our Engagement Contract to any partnership or corporate entity that carries on the business of K&L Gates-US in succession to us and you will accept the performance by such assignee of the Engagement Contract in substitution for our performance. References in these Terms (other than in this paragraph) and in any relevant engagement letter to the Firm or to K&L Gates-US shall include any such assignee.

2. Other Assignment

Subject to the foregoing paragraph, neither you nor we shall have the right to assign or transfer the benefit or burden of our Engagement Contract without the written consent of the other party.

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In whiteness 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: SUNG GIL CHANG

Title: Director

Date: 2018.2.14

For K&L Gates LLP

By: **Tyler Won**

Title: **Partner**

Date: **2018. 2. 14**

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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.

2018. 2. 14

Pledger: Tyler Won (Signature)

MOTIE Official: SUNG GZL CHANG (Signature)

Minister of Trade, Industry & Energy of Republic of Korea

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