

Becker, Stephan E.

From: David Kultgen <David.Kultgen@outlook.com>
Sent: Saturday, February 17, 2018 8:00 PM
To: Huttler, Stephen B.
Cc: Merrifield, Jeffrey S.; Becker, Stephan E.; Thunayan, Turki A (turki.thunayan@meim.gov.sa); Mohammed I. Alshubrumi (mohammed.alshubrumi@meim.gov.sa); David Kultgen
Subject: RE: MEIM/ Pillsbury/ initial engagement

Steve:

I am pleased to confirm that the terms of engagement set out in your email (sent Saturday, February 17, 2018 12:49 PM) are acceptable. I have been advised by MEIM that such terms and conditions are acceptable to MEIM.

Regards,

Dave

David B. Kultgen
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From: Huttler, Stephen B. [mailto:stephen.huttler@pillsburylaw.com]
Sent: Saturday, February 17, 2018 12:49 PM
To: David Kultgen <David.Kultgen@kultgenlaw.net>; David B. Kultgen (David.Kultgen@outlook.com) <David.Kultgen@outlook.com>
Cc: Merrifield, Jeffrey S. <jeff.merrifield@pillsburylaw.com>; Becker, Stephan E. <stephan.becker@pillsburylaw.com>
Subject: MEIM/ Pillsbury/ initial engagement

Dear David,

We have been asked to provide legal assistance to the Ministry of Energy, Industry, and Mineral Resources of the Kingdom of Saudi Arabia ("MEIM") for an initial term of approximately thirty days. We are prepared to do so on the following conditions:

1. The scope of our assistance during the initial term will be to advise MEIM in connection with a potential bilateral agreement on cooperation with the United States concerning peaceful uses of nuclear energy under Section 123 of the Atomic Energy Act of 1954 ("123 Agreement") and related legal matters concerning the development of a commercial nuclear program.

2. Our fees will be based on an agreed "blended" billing rate of \$890/hr. for each attorney devoting time to this matter. We will bill for our services at the end of the month, and MEIM agrees to pay such invoice promptly following receipt.
3. Our client will be MEIM, and not any affiliated or constituent individuals or entities, such as any subsidiary entities, government officials, or employees. MEIM agrees that this representation does not create a conflict of interest with any such non-represented entities or individuals in the event the firm represents other clients adversely to them. MEIM also agrees that our assistance pursuant to this agreement will not preclude the firm from working on other matters associated with the civil nuclear power program of the Kingdom of Saudi Arabia for other new or existing clients, including matters adverse to MEIM, if our work with respect to the *Saudi National Atomic Energy Project* does not extend past the initial 30-day period of this arrangement (or as such initial term may be extended).
4. The initial term may be extended by mutual agreement, confirmed by an email from both parties.
5. The parties anticipate executing a formal engagement letter to provide for legal services beyond the initial term, as it may be extended.

Please review this email and let us know if you or MEIM have any questions. If these terms are acceptable, please confirm by email. By doing so, you are confirming that you have been advised by MEIM that such terms and conditions are acceptable to MEIM.

We thank you for this opportunity to be of service.

With kind regards,
Steve

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