

Arnold & Porter

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February 4, 2020

Ms. Marlene Mazel
Director, Foreign & Counter-Terrorism
Litigation Department
Department of the Deputy AG (International
Law)
Ministry of Justice
125 Menachem Begin Blvd.
Tel Aviv, 6701201
Israel

Dear Marlene:

We are very pleased that the Government of Israel has engaged Arnold & Porter Kaye Scholer LLP, a Delaware limited liability partnership ("Arnold & Porter" or the "Firm"), to advise you, in connection with the Facebook v NSO lawsuit. The purpose of this letter is to set forth our mutual understanding as to the basis on which we will represent you with respect to this matter and such additional matters as we may mutually agree.

חוצה זה
תקף רק ל NSO

1. **Fee Calculation.** Arnold & Porter will charge the Government of Israel for professional services based on the time we spend on this matter. We will charge a blended rate of \$913 for partners and a 15% discount for associates for two years for 2020-2021. You should be aware that our billing rates are reviewed at least annually, usually in January of each year, and may be modified prospectively to reflect changes in our cost structure (including those related to changes in seniority levels), market conditions, and such other factors as the Firm deems appropriate.

→ סמיים רק
Blended rate
ממוקם הטלה
שכר ופיה בחוצה
המטרייה. אולם
יש להאמתה בין
המחיר הנשום
ובין (הטרייה
לשכר ופיה למשנה
ה-2020. כנס
כספי 2 שנה
המטרייה נשם
כי הפנמה
הטלה 2020
אם נשם יוג
מ-1.5 נשיון
כספי לשנה

Our charges will include billings for the time of attorneys and, where applicable, other professionals and paraprofessionals. We will be pleased to indicate to you, if you wish, our current standard hourly rates for attorneys and others at various levels of seniority.

2. **Reimbursement for Expenses.** In performing this engagement, we may make disbursements and incur internal charges on your behalf. These are likely to include disbursements or charges for such items as travel and transportation expenses (including subsistence expenses while on travel); express delivery and express postage charges; duplicating charges; expenses associated with overtime work; and any special computer, data processing, or similar expenses that are beyond the capacity of the Firm's

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existing system. We will bill you at cost for charges paid to third parties, and charges for internal services will be billed at the Firm's usual and customary rates for such services. A schedule of our current charges for expenses is attached.

In the course of this engagement it may be appropriate to retain persons with special training or expertise to assist us in rendering legal services. Depending on the circumstances, it may be advisable for the Firm to assume responsibility for hiring such experts, with the Government of Israel's prior consent. We will not be able to pay any fees for local counsel or outside experts until we have first received payment from the Government of Israel.

כחלק מה
התהליך
של מסירת
הסמך
לך

3. Statements for Fees and Expenses. On a regular basis, generally every month, the Firm will send you a statement covering our fee charges and expenses, providing such reasonable detail as you may require. All such statements are due and payable within thirty days of receiving them.

Pursuant to Part 137 of the Rules of the Chief Administrator of the New York Courts, we advise all our clients that, if a dispute arises over our fees, and our representation has involved work by a New York attorney and a material amount of work in New York, the Government of Israel may have the right to arbitration of this dispute.

4. Waiver of Future Conflicts. The Firm is a national and international law firm that represents a diverse array of individuals, companies and other entities. In addition, a summary of our current practice areas and the industries in which we represent clients can be found on our website at www.arnoldporter.com. Some of our current or future clients may have matters in conflict with you, your company or one or more of its parent, subsidiary or affiliated entities. Such matters could pose a variety of risks, direct or indirect, to your business, legal, financial or other interests. So that we are not unnecessarily conflicted from representing you or our other clients, we routinely ask clients for advance waivers of conflicts of interest in matters distinct from the matters on which we represent them. Thus, by accepting this letter, you agree that we will not be disqualified by reason of our representation of you from representing any client with interests adverse to you in litigation, transactions or other matters that are not substantially related to the matters on which we have been retained by you.

In particular, we previously represented NSO in the Facebook v NSO litigation. NSO has shared certain confidential information with us in connection with the litigation. NSO has agreed to retain new counsel and has consented to our representing Israel in this matter. We will continue to represent NSO in other matters. By accepting this letter, you consent to our representing Israel in this matter, even though we previously represented NSO in

התאמת
האספק
בהשטות
לחברה
המטריה

unrelated

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unrelated

הנהגת נסו
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אחרת

this matter, and will continue to represent NSO in other matters. You also acknowledge that NSO shared certain confidential information with us that we are not able to share with you.

The occasion might arise for us to consult regarding our engagement for you with our own counsel — our General Counsel or other Firm lawyers — or with our own outside counsel at our expense. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between the Firm and you as to such consultation. Accordingly, a condition of this engagement is that you consent to such consultation occurring, and waive any claim of conflict of interest based on such consultation. You also acknowledge that such communications are protected by our own attorney-client privilege from disclosure to you.

In addition, this letter will confirm our understanding that, unless we reach an explicit understanding to the contrary, we are being engaged by, and will represent, the Government of Israel and not affiliated entities.

5. Conclusion of Our Representation. If, at any time we conclude that there are no active matters in which we are representing you, you will be considered a former, rather than a current client of the Firm, unless and until you ask us to perform additional services, and we agree to perform them.

You are free, of course, to terminate our services at any time. We reserve the same right so long as our withdrawal can be accomplished in accordance with applicable law.

6. Retention of Records. The Firm adopts policies from time to time concerning the retention or destruction of records relating to engagements by clients. When we complete a particular matter that you have assigned to us, we may destroy any records as we believe appropriate, absent a written agreement between us to the contrary. If we are required by applicable law to retain records for a particular period of time, the applicable law will supersede this general rule. In referring to records, we include electronic and 'hard copy' records.

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7. Resolution of Disputes. To the extent applicable law does not otherwise provide, any dispute, claim or controversy (a "Dispute") between or among the Government of Israel, including any third party the Government of Israel has agreed to pay the Firm to represent, and the Firm (including any of our partners, counsel, associates, employees, agents and representatives) arising out of or in any way relating to

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this agreement, any services we provide or our fees and costs for providing such services shall be determined by confidential, binding arbitration in Washington, D.C. before a panel of three neutral arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in force at the time the arbitration is commenced. The arbitrator shall decide any issue of the breach, termination, enforcement, interpretation or validity of this entire agreement, including the determination of the scope or applicability of the agreement to arbitrate. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the date of this agreement) with respect to any final arbitration award pursuant to this agreement. The language to be used in the arbitral proceedings will be English. Any court proceedings related to the arbitration shall take place in the state court (or federal court, if jurisdiction exists) located in Washington, D.C. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

By agreeing to this binding arbitration provision, the parties understand that they are waiving certain important rights and protections that otherwise may have been available if a Dispute were determined by a judicial action including, without limitation, the extent of available discovery, the right to a jury trial, the recovery of attorney fees and certain rights of appeal.

The parties shall maintain the confidential nature of the arbitration proceedings and the arbitration award, including the hearing, except as may be necessary, to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Each party agrees that it shall use its reasonable best efforts to cause its directors, officers, partners, associates, employees, affiliates and agents to abide by this confidentiality agreement.

This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of Washington, D.C., exclusive of conflict or choice of law rules. The parties acknowledge that this agreement evidences a transaction involving interstate commerce and, notwithstanding the provision in the preceding sentence, any arbitration conducted pursuant to the terms of this agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16.

* * * *

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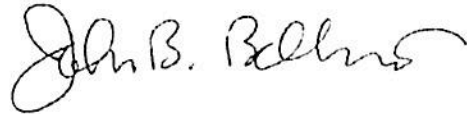
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ראו מופיעה עמך
→ כמוצה המקורי
(המחייב)
שה ה משכר מתג 33
אלו א בקש יתג
מסמך (ממשל)
היה מסמך.

If you have any questions about the matters described above, please let us know.

Once again, we appreciate the opportunity to work together.

Sincerely,



John B. Bellinger III

ACCEPTED AND AGREED TO:

GOVERNMENT OF ISRAEL

Marlene Mazel

Attachment (Expenses Charged to Clients)

EXPENSES CHARGED TO CLIENTS
As of January 1, 2020

CHARGES PAID TO THIRD PARTIES

<u>Disbursement Category</u>	<u>Standard Client Charge</u>	<u>Description</u>
Transportation Allowance	cost	Taxi, Parking or Subway charge for employees who work in excess of 2 hours overtime
Meal Allowance	cost	Meal reimbursement (not to exceed \$10 (\$20 - NY) for staff) for meals incurred by employees who work in excess of 2 hours overtime
Other Computer Research	cost	Excludes Lexis and Westlaw; includes Dun & Bradstreet, Courthouse News Service, etc.
Telephone	n/c	No charge
Travel	cost	Costs of airfare, travel agency fees, meals, lodging, etc.
Local Transportation	cost	Costs of taxis, subways, etc.
Local Meals	cost	Costs of meals not incurred on travel status
Outside Duplicating	cost	Costs of duplicating jobs sent to outside vendors
Equipment & Furniture Rental	cost	Only charged when preauthorized by client
Postage	n/c	No charge
Air Delivery Services	cost	Includes Federal Express, DHL, etc.
Meetings & Functions	cost	Costs of meals and beverages provided at meetings
Local Counsel/Outside Counsel	cost	Cost of local/outside counsel fees and disbursements
Arbitrators	cost	Costs of arbitration fees
Consulting Fees	cost	Costs of consultants, outside experts, etc.
Depositions & Transcripts	cost	Costs of depositions, transcripts, etc.
Filing Fees	cost	Costs of court and agency, filing fees
Litigation Support	cost	Costs of third-party case technology/e-discovery

Witness Fees	cost	Costs of witness fees
CHARGES FOR INTERNAL SERVICES		
<u>Category</u>		<u>Standard Client Charge</u>
Lexis and Westlaw Computer Research		<p>Clients benefit from the Firm's favorable fee arrangements with Lexis and Westlaw.</p> <p>The Firm negotiates favorable rates for computerized Lexis and Westlaw research. The effective discount off the standard Lexis and Westlaw rates will, however, depend on actual usage. The Firm limits disbursements to the actual charges incurred on behalf of clients and applies discounts arising from the favorable negotiated rates.</p>
<p>ליתרון קוד פוסט היינטיב</p> <p>Litigation Support (or e-Discovery + Data Analytics)</p>		<p>Data Hosting, Data Processing and Document Production: \$14.00 per GB per month</p> <ul style="list-style-type: none"> - Near-line Storage: \$2.00 per GB per month - Offline/Archive Storage: \$1.00 per GB per month <p>External Relativity User Fees: \$75.00 per month</p>
Duplicating		<p>\$0.10 per copy – Black & White \$0.75 per copy – Color Note: Pricing for individual duplicating jobs in excess of 25,000 prints may be individually negotiated</p>
Binding		No charge
Telecopy		No charge