

AGREEMENT

THIS AGREEMENT is made between the Embassy of the Republic of Türkiye to the United States of America ("Embassy"), and the law firm of Saltzman & Evinch, PLLC, ("S&E"), a District of Columbia professional limited liability company having a primary place of business in the District of Columbia and having served the Embassy of the Republic of Türkiye as legal and litigation counsel since 1994.

Embassy and S&E, the parties hereto, agree to the following terms:

1. Term: This General Counsel Agreement is for the period from its date of execution through December 31, 2025.
2. Services – General Counsel: S&E shall serve as Counsel to Embassy, promoting, protecting, and defending the rights and interests of the Republic of Türkiye and its diplomatic missions in the United States in the framework of state, federal and international law. Services to be provided by S&E in this regard shall include, but not be limited to:
 - a. Providing legal advice and analysis on law and policy regarding matters and developments that concern and affect US-Türkiye relations, such as current and potential litigation, pending legislation, and executive decisions and policy;
 - b. Provide litigation services as set forth in Article 3 below;
 - c. Provide legal advice and strategy on matters concerning the functioning of Embassy and the Consulate Generals in the United States, such as diplomatic privileges and immunities, or operation and taxation of property owned or leased by Türkiye;
 - d. Monitor and report on local, national, and international legal developments that may impact Türkiye.
3. Services – Litigation: Within the purview of this Agreement, S&E shall evaluate any litigation directly or indirectly related to the Republic of Türkiye or its diplomatic missions. Based on this evaluation, S&E and Embassy shall together decide the extent to which the actual prosecution or defense of such litigation shall fall within the purview of this Agreement.
4. Personnel: Staffing shall be at the discretion of the firm.
5. Fees: Embassy shall pay S&E a retainer fee in the sum of US\$1,542,000.00 for the services described herein. The funds shall be remitted as follows:
 - a. An installment of US\$771,000 due June 1, 2025;
 - b. An installment of US\$385,500 due July 15, 2025;
 - c. An installment of US\$385,500 due October 1, 2025.

All fee installment payments shall be paid to Saltzman & Evinch, PLLC, by check or wire transfer.



6. Renewal: This Agreement may be renewed for additional and successive twelve-month periods upon the agreement of both parties. Embassy shall notify S&E of its intention not to renew no later than thirty (30) days prior to the end of the term.

7. Termination: Either party may terminate this Agreement with or without cause at any time after thirty (30) days written notice to the other party. In the event that this Agreement is terminated prior to the end of its twelve-month duration, any retainer fees paid to S&E by Embassy that exceed the pro-rata share of fees apportioned on a daily basis, up to and including the date the thirty (30) days' notice of termination has been provided, shall be refunded by S&E to Embassy.

8. Periodic Reports:

- a. S&E shall provide Embassy periodic activity reports as often as requested by Embassy, but no later than the dates when payments are due under the agreement.
- b. Notwithstanding paragraph (a), S&E shall provide Embassy an annual activity report latest by the end of the term of this contract.

9. Confidentiality: All communications between S&E and Embassy relating to the matters described herein are privileged and confidential and are not subject to disclosure. S&E agrees to keep all files relating to Embassy secret and confidential. S&E shall use its reasonable best efforts not to retain or produce unnecessary copies of materials relating to Embassy's affairs.

10. Conflicts: S&E shall continue to represent and seek to represent other persons and entities only to the extent that such does not pose a conflict with its representation of Embassy as described herein. S&E shall notify Embassy of all potential conflicts of interest.

11. Indemnification: S&E is an independent contractor and shall not bind Embassy absent Embassy's express consent. S&E shall be solely responsible for the acts of its employees and agents and shall defend and hold Embassy harmless from any claims that may arise from their actions.

12. Choice of Law and Forum: This Agreement shall be governed by and construed under the laws of the Republic of Türkiye. Should this Agreement become the subject of litigation, the Turkish Republic courts in Ankara, Türkiye, shall be the sole forum for resolution.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on May 12, 2025 in two (2) original copies.

FOR THE EMBASSY OF THE
REPUBLIC OF TÜRKİYE:



Sedat ÖNAL
Ambassador

Date: May 12, 2025

FOR SALTZMAN & EVINCH, PLLC:



Günay Evinch (Övünç)
Principal

Date: May 12, 2025