

U.S. Department of Justice
Washington, DC 20530

**Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by 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 this 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 .49 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 and Address of Registrant Burson-Marsteller, LLC	2. Registration No. 6227
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3. Name of Foreign Principal Hikvision USA, Inc.	4. Principal Address of Foreign Principal Hikvision USA Inc. 18639 Railroad Street City of Industry, CA 91748
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
NA

b) Name and title of official with whom registrant deals
NA

7. If the foreign principal is a foreign political party, state:

a) Principal address
NA

b) Name and title of official with whom registrant deals NA

c) Principal aim NA

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Hikvision makes security cameras and video storage boxes; their primary business is small and medium-sized business.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

When Hikvision was founded in 2001, a Chinese state owned enterprise China Electronics Technology Corporation Group (CETC) made a one-time seed investment equivalent to about USD \$300,000 for a 51% ownership stake. CETA has no further capital investments, CETC is no involved in running the company day-to-day; CETC's ownership stake dropped from 51% at founding to current 41.56%. Hikvision is globally, public traded company listed on the Shenzhen Stock Exchange.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

NA

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 A 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 A	Name and Title	Signature
August 01, 2018		/s/ Sharon Balkam eSigned

U.S. Department of Justice

Washington, DC 20530

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 Burson-Marsteller, LLC	2. Registration No. 6227
3. Name of Foreign Principal Hikvision USA Inc.	

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.

Advise on public affairs and policy issues, Strategic planning and guidance, Media relations, Issues management, Internal and external communications, Coordinate outside consultants, Message development, Media monitoring, Media Engagement, Fact Sheets, Messages, and Q&As.

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

Advise on public affairs and policy issues, Strategic planning and guidance, Media relations, Issues management, Internal and external communications, Coordinate outside consultants, Message development, Media monitoring, Media Engagement, Fact Sheets, Messages, and Q&As.

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.

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	Name and Title	Signature
August 01, 2018		/s/ Sharon Balkam
		eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Burson-Marsteller

**Hikvision USA Inc. /Burson-Marsteller
Engagement Letter**

May 30, 2018

Jeffrey He
President, North America
Hikvision USA Inc.
18639 Railroad Street
City of Industry, CA 91748

Dear Jeffrey:

This letter of engagement ("Engagement Letter") outlines the role, scope of work, and specific financial and billing terms of Burson-Marsteller, LLC ("Burson") for the services specified below to be rendered to Hikvision USA Inc. ("Client") which commenced on May 21, 2018 and continues through December 31, 2018. It is understood that this Engagement Letter complements and is governed by the Legal Contract Terms and Conditions, effective December 1, 2017 ("Agreement") that have been previously executed by both parties.

Scope of Work:

During the term of this engagement, Burson may provide Client with the following professional services such as:

- Advise on public affairs and policy issues, Strategic planning and guidance, Media relations, Issues management, Internal and external communications, Coordinate outside consultants, Message development, Media monitoring, Media Engagement, Fact Sheets, Messages, and Q&As.

Financial Terms:

- Professional fees for the scope of work outlined above are estimated to be \$25,000 per month, with a monthly not-to-exceed of \$50,000 without prior written approval (email approval shall suffice) and will be billed to Client as stated in the Billing/Payment Terms below. The total estimated professional fee budget is based on services being rendered through the full term of this engagement. It is understood that the actual value of services per month may vary based on the specific services needed in each month.
- Actual and documented expenses such as postage, messenger, long distance telephone charges, photography, travel and related expenses and 3rd party vendor invoices will be billed in addition to the fees noted above. Please note that production related 3rd party vendor costs will bear a commission of 17.65%.

Billing/Payment Terms:

- An invoice in the amount of \$25,000 will be sent to Client immediately. Payment of this initial invoice is due immediately upon receipt. Thereafter, on or about the first of each month, an invoice in the amount of \$25,000

Engagement Letter
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- Estimated fees will be reconciled monthly against actual hours incurred at Burson's standard hourly rates and expenses. If the actual fees and expenses incurred in providing Client's services exceed the estimated fees paid by Client, Burson will issue Client an invoice for such additional fees. If any credits remain upon completion of services under this engagement and provided Client has remitted payment to Burson for all sums due, Burson shall issue Client a refund for such difference.
- Expenses will be invoiced monthly as incurred. Expenses shall be listed on a category basis (e.g. telephone, fax, photography, etc.). Supporting documentation will be provided at Client's written request.

All U.S. professional fees will be based on time input at Burson's hourly rates in effect at the time such services are rendered. Such hourly rates are attached hereto as Exhibit A and incorporated herein by reference.

Except as may otherwise be noted above, payment of all invoices is due within thirty (30) days of each invoice date, unless advance payments to third parties are required. In the case of advance payments to third parties, Client agrees to pay Burson immediately upon receipt of a Burson invoice for any such third party invoice.

Payments may be wire transferred to the following account:

Beneficiary Bank: Wells Fargo Bank NA
Address: 420 Montgomery Street
San Francisco, CA 94104
Account Name: Burson-Marsteller
Account#: [REDACTED]
ABA Routing#: [REDACTED]
Swift Code: [REDACTED]
Chips Code: [REDACTED]

Burson reserves the right, at its sole discretion, not to commence or continue any services under this engagement if Client fails to remit any payment due hereunder within the time frame specified herein. It is clearly understood and agreed that should Burson exercise its right hereunder, Burson shall not be liable for any costs whatsoever (including without limitation, any cancellation fees or penalties), arising out of or resulting from Burson exercising such right.

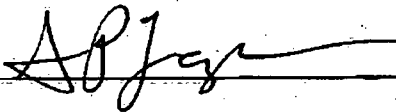
Any work beyond the Scope of Work outlined in this Engagement Letter will be negotiated separately and outlined in a separate engagement letter on a per project basis. No such additional work will begin without the prior written approval of both parties.

This engagement can be cancelled at any time by either party with thirty (30) days' written notice. Client will be responsible for payment of the monthly fee (or pro-rata portion thereof) and/or hourly fees, whichever is greater, plus expenses incurred to date (including the thirty (30) days following the notification).

Please indicate your confirmation and acceptance of the above by signing in the space provided below and returning one (1) original signed copy of this Engagement Letter.

Yours sincerely,

BURSON-MARSTELLER, LLC

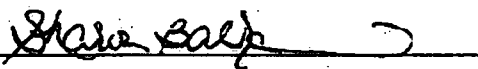
By: 

Name: Susan Lagana

Title: Managing Director

Date: 05.30.18

BURSON-MARSTELLER, LLC

By: 

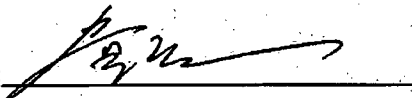
Name: Sharon Balkam

Title: Managing Director, Business Manager

Date: 05.30.18

Accepted and agreed upon by an authorized signatory of:

HIKVISION USA INC.

By: 

Name: JEFFREY HE

Title: President

Date: May 30 2018

EXHIBIT A

BURSON-MARSTELLER
2018
HOURLY U.S.A. BILLING RATE CHART

TITLE	RATE
Senior Executive -2	\$ 650.00
Senior Executive	\$ 575.00
Executive	\$ 475.00
Managing Director	\$ 440.00
Senior Director, Client Services	\$ 395.00
Director, Client Services	\$ 350.00
Manager, Client Services	\$ 295.00
Senior Associate	\$ 250.00
Associate	\$ 195.00
Client Executive	\$ 165.00
Client Staff Assistant	\$ 110.00
Intern	\$ 85.00

**Rates subject to increase.*