

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  McDermott Will & Emery LLP, 500 North Capitol Street, N.W., Washington, DC 20001	2. Registration No.  6447
3. Name of Foreign Principal VTA Telecom Corporation Viettel Group	4. Principal Address of Foreign Principal 1551 McCarthy Blvd, STE 210, Milpitas, CA 95935 1 Tran Huu Duc, My Dinh, Tu Liem, Hanoi, Vietnam
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Government of a foreign country <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input checked="" type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other ( <i>specify</i> ) _____ <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant VTA Telecom Corporation is a subsidiary of Viettel Group, a commercial company owned by the Soc. Rep. of Vietnam b) Name and title of official with whom registrant deals	
7. If the foreign principal is a foreign political party, state: a) Principal address  b) Name and title of official with whom registrant deals c) Principal aim	

I "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.

FORM NSD-3  
Revised 05/17

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.

VTA Telecom Corp. is the U.S. subsidiary of Viettel Group, a Vietnamese state-owned entity. Viettel operates as a mobile telecommunications operator in ten countries throughout the world and is the largest telecommunications provider in Vietnam. VTA Telecom Corp. supports Viettel's telecommunications services and equipment manufacturing. VTA Telecom Corp. has also supported various institutes within Viettel, which manufacture civil and defense equipment.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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

VTA Telecom Corp. is wholly-owned by Viettel Group, a state-owned entity that is controlled by the Vietnamese Government.

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.

**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 September 06, 2017	Name and Title Stephen M. Ryan, Partner	Signature /s/Stephen M. Ryan <span style="float: right;">eSigned</span>
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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, Countersintelligence 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  McDermott Will & Emery LLP	2. Registration No.  6447
3. Name of Foreign Principal  VTA Telecom Corp. and Viettel Group	

**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.

VTA will pay McDermott \$40,000 per month for government advocacy services. McDermott plans for these services to include correspondence and meetings with Members of Congress and their staffs, and Executive Branch officials from the EOP, Departments of State, Commerce, and Defense.

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

McDermott plans to represent VTA and its parent company, Viettel Group, which is controlled by the Vietnamese Government, regarding Vietnamese interests with the Executive and Legislative branches. McDermott plans to coordinate with Members of Congress and their staffs regarding Vietnamese defense-related interests. McDermott also plans to advocate on behalf of VTA/Viettel before the U.S. Departments of Commerce and State on public policy issues impacting issues of U.S. exports to Vietnam, which may include pending matters before the agencies.

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.

McDermott plans to meet with Members of Congress and their staffs, as well as the EOP, Departments of State, Commerce, and Defense, to advocate on VTA/Viettel's behalf on matters pertaining to Vietnamese defense and national security. McDermott seeks to build on the Department of State's recent lifting of the arms embargo on Vietnam to enhance defense trade relations between the United States and Vietnam.

**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
September 06, 2017	Stephen M. Ryan, Partner	/s/Stephen M. Ryan <span style="float: right;">eSigned</span>

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.

# McDermott Will & Emery

Boston Brussels Chicago Dallas Dusseldorf Frankfurt Houston London Los Angeles Miami  
Milan Munich New York Orange County Paris Rome Seoul Silicon Valley Washington, D.C.  
Strategic alliance with MWE China Law Offices (Shanghai)

Wilson Chu  
Partner  
wchu@mwe.com  
+1 214 295 8088

September 1, 2017

Mr. Nguyen Hoang Long  
President  
VTA Telecom Corporation  
Vietnam

Dear Mr. Long:

Thank you for selecting McDermott Will & Emery LLP ("McDermott") to advocate on behalf of VTA Telecom Corporation ("VTA"). This matter will involve advising and assisting VTA in establishing and conducting liaison with Executive Branch officials and Members of Congress and the Senate and their staff who are responsible for policy areas that may positively affect the prompt and reasonable conclusion of matters VTA currently has before the U.S. Departments of Commerce and State and related public policy issues. To date we have not conducted any government advocacy work under our November 30, 2016 letter with you. McDermott is a limited liability partnership registered in the State of Illinois. The terms of our representation are set forth in this letter and in the Additional Terms of Engagement ("Additional Terms") that accompany this letter. Our attorney-client relationship will commence when VTA and McDermott have agreed to the material terms of our engagement.

Stephen M. Ryan will be principally responsible for services provided to VTA. Former Congressmen Jeff Miller and James Moran, as well as the lawyers already working for VTA and others will assist in this matter as circumstances warrant.

It is important that all information provided to us is complete, accurate and up to date so that we can represent your interests fully. Accordingly, please notify us of any changes or variations to that information which may arise after the date it is provided to us, as well as any new circumstances which might be relevant to the work we are undertaking for you.

Our fees reflect the value of our services and are based on hourly billing rates that take into account the complexity of the matter, the skill and experience required to perform the services, the time constraints imposed by the circumstances, the size of the matter, and the efficiencies we bring to bear on the matter, among other factors. We have agreed to charge for this advocacy a fixed fee of \$40,000 per month, plus any disbursements such as domestic or international airplane travel, beginning September 1, 2017 and ending February 28, 2018, unless VTA wishes to extend the engagement at that time.

U.S. practice conducted through McDermott Will & Emery LLP.

2501 North Harwood Street, Suite 1900 Dallas Texas 75201 Telephone: +1 214 295 8000 Facsimile: +1 972 232 3098 www.mwe.com  
DM\_US 84539820-2.101884.0012

VTA will not be required to provide a security retainer.

VTA agrees to pay the monthly fee before the first day of each month for services to be rendered that month. VTA can terminate at any point with 60 days' notice. Because this engagement requires contacts with the Congress and Executive Branch, it will require registration under the Foreign Agents Registration Act, and VTA will be listed as the client in those public communications.

In order to avoid misunderstandings concerning potential conflicts of interest, it is our policy to clarify the identity of our clients and the circumstances under which we may represent other clients with interests which are or may be adverse to VTA. Our representation of VTA does not extend to VTA's parents, subsidiaries, employees, officers, directors, shareholders, partners, members, entities in which it owns an interest (even a substantial interest), beneficiaries (other than Viettel Group) or other affiliates.

McDermott represents, and in the future will represent, many other clients. During the time we are working for VTA, one or more existing or future clients may ask McDermott to represent them in an actual or potential transaction or contested matter, including litigation or other dispute resolution proceedings, adverse to VTA's interests. By entering into this engagement, VTA agrees that McDermott can accept all such representations, even if the other client's interests are or may become directly adverse to VTA's interests, unless the matter is substantially related to a matter in which we are representing VTA, or will require disclosure of VTA's confidential information. (All such representations are referred to as "Permitted Representations".) VTA waives all actual and potential conflicts of interest that might exist because of any Permitted Representations undertaken by McDermott, and will not assert that any engagement of McDermott for VTA is a basis to challenge or to disqualify McDermott from undertaking or continuing any Permitted Representation.

Unless we are otherwise instructed by VTA in writing at or prior to the completion of the matter for which VTA has engaged us, we may, after a reasonable period of time has passed, at our discretion, destroy all documents and data (including hard copies, electronically stored information and any other data stored on other forms of media) and any other materials that we have stored or otherwise remain in our possession relating to a matter for which our services have been completed or terminated.

When we complete the services VTA has retained us to perform, our attorney-client relationship will be terminated. If VTA later retains us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement unless we change the terms in writing at that time.

Accompanying this letter are the Additional Terms, which are incorporated herein. If VTA has questions concerning any of the information presented here, or should VTA have a concern or question at any time during our representation, please call me.

VTA has the right to consult with other counsel concerning the terms of this engagement letter. By executing this engagement letter, VTA is confirming that it understands and accepts all of the terms set forth in this letter and in the Additional Terms and that this letter has been signed by VTA voluntarily and with the benefit of the information necessary to make a fully informed decision to agree to these terms. VTA intends for its consent to be effective and fully enforceable and to be relied upon by McDermott in accepting the representation of VTA. VTA agrees and acknowledges that in the case of inconsistency between VTA's outside counsel guidelines, proposed terms, or billing instructions and the terms of this engagement letter, this engagement letter takes precedence and controls the terms of our engagement. These terms may not be modified unilaterally and any amendment or modification of these terms will be effective only upon execution of a writing signed by a person within VTA and within McDermott authorized to approve such changes.

Please sign and return to us the enclosed copy of this letter. Note that VTA's request to McDermott to proceed, or acquiescence in McDermott proceeding, will constitute VTA's full acceptance of the terms set forth herein and in the attached.

Sincerely,

Wilson Chu

Enclosure

Agreed to and accepted (including the Additional Terms):

**VTA Telecom Corporation**

By: 

Title: President

Date: 09/06/2017

## ADDITIONAL TERMS

*This document sets forth McDermott Will & Emery LLP's additional standard terms of engagement for providing legal services. These terms are an integral part of our agreement with you. You should review this document carefully and retain it for your files. If you have any questions, please contact us promptly.*

**OUR SERVICES TO YOU** ~ In our engagement letter with you, we specify the matter in which we will be representing you. It is important that you have a clear understanding of the legal services we will provide. If at any time you have questions regarding the scope of our services, please communicate with your principal contact at the Firm.

We will represent you zealously and act on your behalf to the best of our ability. Whenever we provide you with an expression regarding the potential outcome of your matter, we will use our best professional judgment. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is limited by our knowledge of the facts and based on the law at the time. It is also subject to any unknown or uncertain factors or conditions beyond our control.

**WHO IS OUR CLIENT?** ~ It is our policy to represent only the person or entity identified in our engagement letter. Unless specifically stated to the contrary in that letter, our representation of you does not extend to any of your affiliates.

For example, if you are a corporation, our representation does not include any of your parents, subsidiaries, employees, officers, directors, shareholders, or any entities in which you own an interest (even a substantial interest). If you are a partnership, our representation does not extend to the individual partners of the partnership. If you are a trade association, our representation excludes members of the trade association. If you are an individual, our representation does not include your spouse, siblings, or other family members, successors in interest, or any entities in which you own an interest (even a substantial interest). If you are a trustee or other fiduciary, our representation does not include beneficiaries or other persons to whom you owe a duty.

When we deal with a representative or agent of an entity, we represent only the entity and not the representative or agent.

The advice and communications which we render on your behalf are not intended to be disseminated to or relied upon by any other parties without our written consent. We sometimes include a specific disclaimer in correspondence or other work product to this effect, but the absence of such a disclaimer does not create an exception or otherwise entitle others to rely on our work or advice.

**FEE ESTIMATES** ~ Clients frequently ask us to estimate the total fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

**OTHER CHARGES** ~ As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. When we incur such charges on your behalf or charge for such ancillary support services, we will include them in our billing statements. These charges may include, among other things, telephone, messenger, courier, express delivery services,



facsimile communications (which typically include a per page charge in addition to the cost of the telephone usage), document printing, reproduction, scanning and imaging, data storage and processing (which typically include per gigabyte charges based on the volume of data), filing fees, deposition and transcript fees, witness fees, travel expenses, computer research, and charges by outside experts and consultants. Certain of these services, particularly those that involve significant technology and/or support services such as imaging and storing electronic data and documents and the use of specialized software for legal research and data processing, may be provided by McDermott at a profit.

It is our general policy to arrange for outside providers of services (such as the fees of outside consultants, expert witnesses and court reporters) to bill you directly. You agree to pay those bills promptly and to provide us notice that such payment has been made.

**BILLING ARRANGEMENTS, TERMS OF PAYMENT AND RETAINERS~**

We will bill you on a regular basis—normally, each month—for both fees and other charges. You agree to make payment upon receipt of our statement.

Sometimes we ask for an advance retainer which will be credited towards your legal fees and expenses on a monthly basis, unless we agree to a different arrangement. If the retainer proves insufficient to cover current fees and other charges on a regular basis, we may ask you to replenish or increase it, and you agree to do so if asked.

Should your account become delinquent and satisfactory payment terms are not arranged, we may withdraw, or seek to withdraw, from the representation consistent with the applicable rules and pursue collection of the amounts owed. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk or have the right to be reimbursed from someone else. You are responsible to pay us in accordance with the terms agreed to in this engagement, even if you engage us to collect or seek reimbursement from an insurer or other third party pursuant to contracts, statutes or insurance policies.

**TERMINATION ~** You may terminate our representation at any time, with or without cause, by notifying us, and subject to court approval when required for matters in litigation. We will return your papers and other property to you promptly upon receipt of your request for those materials unless they are subject to a lien under applicable law. We will retain our own files pertaining to the matter or case, including our drafts, notes, internal memos, and work product. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

We have the right to withdraw from our representation of you if, among other things, you fail to honor the terms of our engagement letter and/or the Additional Terms, you fail to make payment of any of our statements in a timely manner, you fail to cooperate or to follow our advice on a material matter, or any fact or circumstance occurs that would, in our view, render our continuing representation unlawful or unethical, or we determine that we are otherwise permitted under applicable law and rules to withdraw from the representation. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. Notwithstanding such termination, you will remain obligated to pay us for all services provided and to reimburse us for all costs and expenses paid or incurred on your behalf, including those required for the orderly transition of the engagement.

Our representation of you will be considered terminated at the earlier of (a) your termination of our representation and the completion of any work that may be required incidental to withdrawal from an ongoing matter, such as work that is appropriate to accomplish an orderly transition to other counsel, work required to obtain permission to withdraw from a court or other tribunal, and work that is required to be performed prior to the time that such permission is granted, (b) our withdrawal from our representation of you or (c) the completion of our work for you. In addition, in the event there has been no work performed by us on your behalf for six consecutive months, and no more work is contemplated, our attorney-client relationship will have been terminated.

**PRIVILEGE** - Our communications to and from you, including billing statements, may include attorney client privileged information or attorney work product. You should take reasonable steps to protect them from disclosure to third parties so as to maintain those privileges and protections.

**MCDERMOTT'S PRIVILEGE** - From time to time, issues may arise that raise questions as to our duties to you. We believe that it is in our clients' interest, as well as McDermott's interest, that in the event legal ethics or related issues arise during a representation, we receive experienced legal advice concerning our obligations. Accordingly, you agree that if we determine in our sole discretion during the course of the representation that it is necessary or appropriate to consult with McDermott lawyers designated to render legal advice to McDermott and its lawyers or to consult with outside lawyers, we have your consent to do so and any communications among lawyers working on the matter and McDermott lawyers or outside lawyers designated to render legal advice to McDermott and its lawyers will be privileged.

**ANTI-BRIBERY AND ANTI-CORRUPTION** - We do not engage in bribery or corruption of any kind, and do not tolerate bribery or corruption by others to further the goals and objectives of our representations. We reserve the right to terminate our engagement if we learn of such improper conduct.