

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 Kobre & Kim LLP	2. Registration No. 6604						
3. Name of Foreign Principal Fujian Jinhua Integrated Circuit Company, Limited	4. Principal Address of Foreign Principal 88 Lianhua Road, Jinjiang City, Fujian Province 362200						
<p>5. Indicate whether your foreign principal is one of the following:</p> <p><input type="checkbox"/> Government of a foreign country¹</p> <p><input type="checkbox"/> Foreign political party</p> <p><input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following:</p> <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Other Limited Liability Company</u></td> </tr> </table> <p><input type="checkbox"/> Individual-State nationality</p>		<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Other Limited Liability Company</u>
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee						
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group						
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Other Limited Liability Company</u>						
<p>6. If the foreign principal is a foreign government, state:</p> <p>a) Branch or agency represented by the registrant</p> <p>b) Name and title of official with whom registrant deals</p>							
<p>7. If the foreign principal is a foreign political party, state:</p> <p>a) Principal address</p> <p>b) Name and title of official with whom registrant deals</p> <p>c) Principal aim</p>							

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.
 Integrated circuit manufacturing; import and export of goods and technologies

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.)*

Fujian Jinhua Integrated Circuit Co. Ltd. is wholly owned and controlled by the Chinese 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	Name and Title	Signature
January 09, 2019		/s/ Keith Whitman

eSigned

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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 Kobre & Kim LLP	2. Registration No. 6604
3. Name of Foreign Principal Fujian Jinhua Integrated Circuit Company, Limited	

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.

In addition to the legal engagement, the registrant will work with public relations and government relations service providers to make certain advocacy efforts to government officials on behalf of the foreign principal. Registrant is expecting to engage a government relations firm, which will be registering separately and will supply a copy of the contract once finalized.

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

Provide counsel and guidance on public relations strategy with a focus on information related to various ongoing legal proceedings.

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.

The activities described in Section 8 on some occasions include public relations relating to the Chinese government.

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
January 09, 2019		/s/ Keith Whitman 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.

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NEW YORK
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SHANGHAI
SEOUL
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SAN FRANCISCO
MIAMI
CAYMAN ISLANDS
BVI

2018年12月19日

通过电子邮件

福建晋华集成电路有限公司
c/o Ariel Zhou
ariel.zhou@jhicc.com

关于：福建晋华集成电路有限公司代理

尊敬的周女士：

我们获悉福建晋华集成电路有限公司（“您”或“客户”）已选择 Kobre & Kim LLP（“高博金律师事务所”或“本所”）代理您并就此事宜提供建议。本函乃确认我们在此次委聘的范围和条款已达成共识。

委聘范围

高博金律师事务所通过执行客户要求的特定方案，代表客户向美国商务部提出意见，反对将其将客户列入实体清单这一决定。本所并未因任何其他目的接受委聘。²

¹ 在此处，“Kobre & Kim LLP”特指高博金律师事务所，其为一家在纽约设立的有限责任合伙律师事务所，办事处位于美国纽约州纽约市第三大道 800 号及其它地区。高博金预期在必要时利用其他高博金所联属实体提供的服务，联属实体包括但不限于高博金（英国）律师事务所，其为一家根据英格兰和威尔士法律设立的有限责任合伙律师事务所，办事处位于英国伦敦旧宽街 25 号 42 大厦。客户与高博金订立委聘协议并与高博金律师事务所建立律师和客户关系；但通过订立本协议，客户同意高博金可借助其他高博金联属实体履行其服务。

² 就此而言，高博金律师事务所不会扮演除以上所述外的任何其他角色或为任何其他方服务，例如，除非本函件明确协定者外，高博金律师事务所不会出任有关披露、合规、雇用、保险范围或破产事宜的代表律师。如果在我们的工作中出现超出本函件所载委聘范围的其他事宜，高博金律师事务所将不会为提供独立法律意见而发表任何意见。为此，本所预期并同意客户不应倚赖我们的意见，并应正式征询其他律师事务所的意见。高博金律师事务所的工作明显是就此事宜出任代表律师，故必须倚赖客户向其提供的信息的真实性。此外，我们在某一法庭聆讯案件中作为代表律师之事实，不表示我们通常性地就该事宜代表客户。我们注意到，根据法律的规定，在某些有限的情况下，我们可能会被迫披露客户提供的信息，包括证据。

福建晋华集成电路有限公司
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客户亦知会我们，在不需得到客户的任何其他代表批准的情况下，我们可根据以下人士的指示行事：**Bowen Huang**。

我们已根据我们的惯常程序审阅我们的记录以避免发生利益冲突，根据此次审阅，我们并无发现任何其他将妨碍我们履行此次委聘或严重影响我们完成此次委聘的能力的代表关系。

我们在现在和将来都会代理其他大量客户行事，我们代理的部分客户可能是您的直接竞争对手，或者存在对您不利的商业利益。甚至有可能在现在或今后为您服务的过程中，现有或未来的其他客户有可能对现有或潜在在交易、待定或潜在的诉讼、或者其他争端解决事宜寻求委聘我们，而其他客户在这些事宜中的利益可能实质上或潜在地不利于您的利益。

若本所现在和将来的其他客户发展不利于您的利益或关系，而这次委聘将会妨碍到本所代表这些客户的能力，高博金律师事务所则无法进行这次委聘。因此我们恳请客户确认，本所可以就任何事宜继续代理或可能在未来代理任何现有或将来的其他客户，即使此客户在另一事宜中与我们代理您之间存在不利于您的利益，只要这另一事宜并未与我们与您的此次或其他委聘实质相关。

换言之，我们要求客户确认，对于我们代表客户的任何已有或将来的委聘，客户将不会用以作为利益冲突的指控，也不会用以作为排除、挑战或取消高博金律师事务所现在或将来在任何事宜上代表其他任何客户（包括对客户不利之诉讼）资格之根据，只要该事宜并非实质上与我们代表客户接受的任何委聘有关。而且，直接不利于客户或客户附属/联属实体利益的个人或实体也可能作为债权人或其他情况委聘本所就与本委聘不实质相关的事宜为他们提供服务。

账单事宜

费用

在此次委聘中，我们将采用小时计费方式，具体费率取决于实际提供服务的个人。本所律师每小时收费 695 美元至 1,275 美元。我们的非律师专业人员每小时收费 195 至 495 美元。本案的主要团队成员的小时费率具体为：**Hartley M. West**：每小时 995 美元；**Scott Hulsey** 和 **Wade Weems**：每小时 895 美元；一名助理律师：每小时 695 美元；以及其他非律师专业人员，包括分析师：495 美元/小时，诉讼助理：195 美元/小时。为本所对于专业人员的合理差旅时间按每天上限 8 小时收费。

这些费率可能会不时调整。如果我们的小时费率发生变化，我们会在定期账单中告知客户。请您注意，无论我们的费率是否进行普遍调整，适用于任何个人的费率都将在其

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头衔上升为更高级别时自动更改。您同意所有的法律费用和开支都在其完成和支出时即视为已产生，并需要支付。如果客户选择替代付费方案，请在委聘协议开始时即告知我们。

我们通常会出具账单，提供在结算期间完成的项目摘要和欠款总额。如果您希望我们准备更详细的账单来详细说明计费人员输入的每一条工作项目，请告知我们。我们均同意，在预先批准的预算范围内开具的费用和开支将被视为合理的。由于账单准备工作涉及繁重的行政工作，因此结算周期往往较长，因此我们通常会要求约2周的额外预付款（或者，除非就预付款有其他约定，通常指比常规预付款高出约20%）来覆盖账单之间的时间。

客户同意向本所的律师托管账户存入247,200美元，包括3%的行政费用，作为对我们服务的预付款。如果需要从提供的预付费中支付行政费用，则只有在与本案有关的情况下才能支付。如果与本案事宜无关，本所可拒绝所有从预付款中支付的要求。请注意，本所受聘的责任仅在收到预付费时才开始。如果情况发生变化，导致本所的工作可能需要比目前所预期的更多，将来本所可能会根据具体情况要求更高的预付款。

这些资金将在高博金律师事务所的托管账户中保管，并在本所的持续工作和支付费用的保证下使用。本所希望定期向客户发送账单，列明其所代表的法律服务和支付费用。高博金律师事务所可以在出具账单时将资金从托管账户转移到自己的账户，无需客户的进一步授权或高博金律师事务所的通知。我们了解客户将根据我们的要求立即补充预付款。完成代理后，任何超额预付款将退还给客户。

如果本案需要比当前预期更多的工作，我们预计预付款和费用会更高。在这种情况下，我们同意讨论本所继续代理本案所需的合适预付款金额。

在任何情况之下，除了在下列“终止”一章所列明的，由客户或我们因任何与贯彻专业责任守则为由而终止委聘的原因之外，客户亦明确同意，如客户无法支付本所要求的预付款、在账单到期时不能付款、或在我们致力代表客户利益时无法合作，我们可全权决定是否取消就本事宜代理客户。

如有必要，为了使本所代表客户，客户认可我们可能会要求提供信息以协助我们申请特殊许可。客户同意向公司提供所有要求的信息。如果本委聘函中的任何项目不符合客户对付款安排的理解，请在收到本函后以书面形式通知我们。

开销

在此次委聘中，对于日常开销（如常用的在线法律研究费、法院证词抄写项目使用费、国际和国内长途通信费、深夜工作开支、日常复印和一般习惯上被其他律师事务所列作开销的其他项目），客户和高博金律师事务所协定，将不会收取这些开销支出，取而代之的是按账单金额3%计算的行政费用，以涵盖此类日常开销。请注意，特殊开销，例如

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专家证词费、法院文件费、复印大量文件费、法院记录员费、电子研究服务中的特殊数据库使用费、差旅开支等等，将单独开具账单，不计入日常的行政服务费中。高博金律师事务所将确保按照最有利的协商或公司费率预订旅行和住宿，例如，选择工作地点附近可提供最佳费率的酒店。除非事先获得客户批准更高级别的出行标准，否则高博金律师事务所将按经济舱价格预订航空机票。

客户在整个代理过程中，将就委托第三方律师/出庭律师或专家证人的任何费用和开支垫付款项，有关费用将被视为独立于本函件所包含的费用安排之外的费用。此外，客户将负责承担因需要支付使用人费的仲裁而产生的任何费用。

尽管本所不时可能会协调从为客户持有的资金中向第三方支付与本案有关的服务，但客户认可高博金律师事务所可自行决定是否支付此类款项。客户认可，其最终要对第三方（包括供应商或法律服务提供商）的任何和所有付款负责。

付款条款

我们的预付款账单在收到 30 天内应付。客户同意在收到所有后续账单后尽一切合理努力尽快支付，实际付款日期不得迟于收到账单后的 30 天。

款项可以通过支票支付给我们位于纽约的办公室（Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022）支付给“Kobre & Kim LLP”，或通过电汇或电子转账到我们帐单上的地址。所有款项将以美元支付，不含任何当地税款，包括任何预扣税或类似税款。

通过签署本函，客户承认其本身有义务支付我们的费用和其他费用。保险公司或其他第三方支付或报销的问题仅由客户与该第三方签订，并且不会影响客户根据本委聘函的条款在到期时支付我们费用的义务。高博金既不负责向任何和所有保险公司报告此事，也不负责向其提交帐单。但是，根据要求，高博金会向保险公司提供帐单作为礼节。在某种程度上，作为礼节的一部分，我们可以与保险公司就承保问题进行沟通，但客户需了解我们并非担任其承保律师。如果客户要求专门负责覆盖费用问题的律师，则不属于本次约定的条款和范围。

其他事项

终止

客户或我方均可按照适当的职业责任规定在任何时间出于任何原因以向另一方发出书面通知的形式终止委聘。除非提前终止，否则该委聘将在我们针对所提供服务的客户发出最终声明时终止。若在委聘终止时，客户希望高博金归还所提供的文件，请通知我

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凡因本合同所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括合同的存在、效力、解释、履行、违反或终止，或因本合同引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心管理的仲裁，并按照提交仲裁通知时有效的《商事仲裁规则》最终解决，仲裁员的裁决可以在任何有管辖权的法院得到承认。

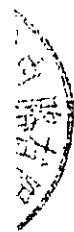
适用法律

本协议以及由本协议引起或与之相关的所有事项均受中华人民共和国香港特别行政区法律管辖和解释，而不考虑其法律冲突规定原则或规则要求或允许适用的其他任何司法管辖区的法律。

如果本函的中文版与英文版有任何不一致之处，以英文版为准。

* * *

如贵方欲讨论上述任何委聘条款，请在收到本函件后通过书面方式与我方联系，否则我们会按上述条款进行委聘事宜。请在下方签署，以确认贵方已收到本函件并将其交回予我们。请注意，我们承诺的责任仅在收到商定的费用和您接受了本函中条款的确认书后才正式开始。专此奉慰。



谨启，

Ma Le New
高博金律师事务所 12/19/2018.

Bowen Huang



Bowen Huang, 有权代表福建晋华集成电路有限公司签署本协议

福建晋华集成电路有限公司
2018年12月19日
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们。出于各种原因，包括尽可能减少不必要的保管费，我们有权销毁或以其他方式处理所保管的任何文件。

特权

我们相信本所就客户的工作的内部审核而采取的特权保护符合我们客户的利益。客户同意我们就为其事宜工作的律师与员工进行任何交流，而本所内负责审阅工作是否符合专业操守规则的律师将受到本所自身律师和客户特权的保护，且任何有关审阅将不会构成我们的利益与客户的利益间的冲突。

保密

本函的所有条款均属保密，除非法律要求，否则未经另一方同意，客户或我们不会向任何第三方披露。如果我们代表客户的事实属于公开记录，我们同意应允许客户或高博金通知第三方代理。

数据隐私

高博金将采取措施，确保根据本所的隐私政策处理任何传递的个人数据。本隐私政策最近一次审核和更新的时间是2018年8月3日，可以在此查看：
<https://www.kobrekim.com/privacy>。

文件留存

除非适用法律或规则另有要求，否则一旦事项结束，高博金保留留存或销毁文件的绝对酌情决定权。

主权豁免

客户特此不可撤销地接受香港国际仲裁中心，以及可以执行根据本协议作出的任何仲裁裁决的任何其他法院的管辖，并且为此目的不可撤销地放弃任何主权豁免权利，包含无论是否在仲裁庭之前或以其他方式进行诉讼和/或管辖和/或裁决，包括但决不限于放弃对其及其任何财产的任何主权豁免权利，无论是商业性质还是非商业性质。这种财产包括属于缔约国的任何银行账户，无论是以外交使团的名义还是以其他方式持有。豁免适用于属于缔约国中央银行或其他货币当局的财产，包括银行账户。为免生疑问，本条款中的不可撤销豁免包括放弃任何有关判决前临时救济和判决后执行任何仲裁裁决的主权豁免权。

仲裁

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MIAMI
CAYMAN ISLANDS
BVI

December 19, 2018

BY EMAIL

Fujian Jinhua Integrated Circuit Co., Ltd.
c/o Ariel Zhou
ariel.zhou@jhicc.com

Re: **Fujian Jinhua Integrated Circuit Co., Ltd. Representation**

Dear Ms. Zhou:

We understand that Fujian Jinhua Integrated Circuit Co., Ltd. ("you" or "Client") has chosen Kobre & Kim LLP ("Kobre & Kim" or the "Firm") to represent and advise it in connection with this matter.¹ This letter confirms our mutual understanding as to the scope and terms of this engagement.

Scope and Terms of this Engagement

Kobre & Kim is acting as counsel to Client in opposing a decision by the U.S. Department of Commerce to place Client on the Entity List by executing projects specifically requested by the Client. We are not being retained for any other purpose.²

¹ "Kobre & Kim LLP" herein refers to Kobre & Kim LLP, a New York limited liability partnership practicing law from offices at 800 Third Avenue, New York, New York, U.S.A. and other locations. As needed, Kobre & Kim LLP expects to draw upon the services of other affiliated entities, including but not limited to Kobre & Kim (UK) LLP, a limited liability partnership organized under the laws of England and Wales, operating from offices at Tower 42, 25 Old Broad Street, London EC2N 1HQ, United Kingdom. Client is entering into an engagement and attorney-client relationship only with Kobre & Kim LLP; however, Client by entering into this agreement consents to Kobre & Kim LLP performing its services by drawing upon other Kobre & Kim LLP-affiliated entities.

² In this regard, Kobre & Kim is not acting in any other role or for any other party than what is stated above. For example, Kobre & Kim is not acting as counsel to advise on any prospective transactions or in matters related to responses to audits, disclosure, compliance, employment, insurance coverage, or bankruptcy matters unless specifically agreed to herein. Unless specifically asked, Kobre & Kim is not advising on the running of limitations periods. To the extent that matters related to such or other matters beyond the scope of the engagement set forth in this letter arise in the course of our work, it is not intended that any opinions expressed by Kobre & Kim are for the

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Client has also informed us that we may rely on instructions from any of the following persons without the need for approval from any other representative of Client: Bowen Huang.

We have reviewed our records in accordance with our customary procedures to prevent conflicts of interest and on the basis of this review we are not aware of any other representation which would preclude us from undertaking this engagement or adversely affect our ability to complete it.

Kobre & Kim represents and in the future will represent many other clients. Some may be direct competitors of Client or otherwise may have business interests that are contrary to Client's interests. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to your interests.

Kobre & Kim cannot enter into this engagement if it could interfere with our ability to represent existing or future clients who develop relationships or interests adverse to Client. We therefore ask Client to confirm that Kobre & Kim may continue to represent or may undertake in the future to represent any existing or future client in any matter even if the interests of that client in that other matter are directly adverse to Kobre & Kim's representation of Client, as long as that other matter is not substantially related to this or our other engagements on behalf of Client.

In other words, we request that Client confirm that no engagement that we have undertaken or may undertake on behalf of Client will be asserted by Client either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify Kobre & Kim from, any current or future representation of any client in any matter, including litigation adverse to Client, as long as that other matter is not substantially related to any of our engagements on behalf of Client. It is also possible that a person or entity who is directly adverse to Client or affiliates/associates of Client in this engagement as a creditor or otherwise could engage us to render services in matters that are not substantially related to this engagement.

Billing Matters

Fees

Our fees for this engagement will be based upon the hourly billing rates assigned to the individuals performing the services. Our lawyers charge US \$695 to US \$1,275 per hour. Our non-lawyer professionals charge US \$195 to US \$495 per hour. More specifically, the billing rates

purpose of providing independent legal advice. To that end, it is expected and agreed upon that Client will obtain formal advice from another law firm without relying on our opinions. Obviously, in its role as counsel for this matter, Kobre & Kim relies upon the veracity of information provided to it by Client. In addition, the mere fact that we are counsel of record on a particular court case does not mean we are acting for the client on matters generally relating to the subject matter of the case. We note that where required by law, under certain limited circumstances we may be obliged to disclose information that Client provides, including evidence.

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for the primary members of the team who will handle this matter are as follows: Hartley M. West: US \$995/hour; Scott Hulsey and Wade Weems: US \$895/hour; one Associate attorney: US \$695/hour; and additional staff as required, including Analysts: US \$495/hour, and Litigation Assistants: US \$195/hour. The Firm charges for reasonable travel time spent by our professionals up to 8 hours per day.

These rates are subject to adjustment from time to time. If our hourly rates change, we will inform Client of the same in our periodic invoices. Please note that whether or not there is adjustment to our rates generally, the rate applicable to any individual will change automatically when such individual moves to the next higher level of seniority. It is agreed that Client will treat all legal fees and expenses as earned and due when the work is performed and expenses are incurred. Please let us know at the inception of this engagement if Client would propose an alternate arrangement.

We customarily issue invoices providing summaries of the projects completed during the billing period and the total amount owed. Please let us know if Client wishes us instead to prepare more detailed invoices setting forth a detailed description of each time entry organized by timekeeper. You and we agree that fees and expenses that are invoiced in line with pre-approved budgets will be agreed as reasonable. Because of the significant administrative work involved in the preparation of line item invoices, the billing cycle tends to be longer and thus we would typically request a retainer accounting for ~2 weeks of additional work (or, in cases in which a retainer is agreed upon otherwise, typically ~20% above the regular retainer) to account for the longer period in between invoices.

Client has agreed to deposit into our attorney escrow account the amount of US \$247,200 inclusive of a 3% allowance for disbursements as a retainer for our services. Should disbursements need to be paid from the retainer provided, they shall only be paid if related to the underlying matter. If unrelated to the underlying matter, the Firm may decline any request to make a payment from the retainer provided. Please note that our engagement responsibilities will commence only upon the receipt of the retainer. If circumstances change and this engagement appears to require a greater amount of effort than currently anticipated, in the future, we may request a larger retainer as appropriate for the circumstances.

These funds will be held by Kobre & Kim in escrow and shall be drawn upon as and when warranted by our ongoing time and disbursement charges. We expect to send Client an invoice periodically setting forth the legal services performed and disbursements incurred on their behalf. Kobre & Kim may transfer the funds from the escrow account to its own account at the time of invoicing without further authorization from Client or notice from Kobre & Kim. We understand that Client will cause the retainer to be replenished promptly upon our request. Upon completion of the representation, any excess retainer amounts will be refunded to Client.

If the matter otherwise requires more work than currently anticipated, we expect the retainer and expenses would be greater. Under such circumstances, we agree to discuss the appropriate retainer required for the Firm to continue its representation.

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Under any circumstances, in addition to the terms set forth below under the "Termination" section which explains that either Client or we can terminate this engagement for any reasons consistent with the rules of professional responsibility, Client specifically agrees that we may withdraw from representing Client in this matter at our discretion if Client fails to maintain a retainer satisfactory to the Firm, pay our invoices when due, or otherwise to cooperate in our efforts to represent your interests.

If necessary, in order for the Firm to represent Client, Client acknowledges that we may request information to assist us in applying for a special license. Client agrees to provide all requested information to the Firm. If any items in this engagement letter do not comport with Client's understanding of the payment arrangements, please let us know in writing upon receipt of this letter.

Disbursements

In this engagement, in lieu of routine disbursements (such as regular on-line legal research fees, court testimony transcription program usage fees, international and domestic long-distance telecommunications fees, late night work expenses, routine duplication, and other items typically customarily charged as disbursements by other law firms), Client and Kobre & Kim agree that such disbursements shall not be charged, and an administrative fee of 3% of the invoice is agreed upon, to include all such routine disbursements. Please note that extraordinary disbursements, such as expert witness fees, court filing fees, large amounts of duplication, court reporter fees, special database usage in electronic research services, travel expenses and the like will be invoiced separately and in addition to the routine administrative services fee. Kobre & Kim will book travel and accommodations to ensure the most favorable negotiated or corporate rates, for example, at hotels that offer the best value given the proximity to work sites. Airline travel will be booked at economy class rates, unless prior approval is given by Client for a higher class of travel.

Client will advance funds for any fees and expenses associated with the retention of outside experts throughout the course of the representation which fees shall be considered in addition to and separate and apart from the fee arrangements contained herein. Furthermore, Client will be responsible for any fees incurred in connection with arbitrations which require payment of a user fee.

Although the Firm may at times coordinate payments from funds held for Client to third parties who provide services in relation to this engagement, Client acknowledges that it is within Kobre & Kim's discretion to make such payments. Client acknowledges that it is ultimately responsible for any and all payments to third parties, including vendors or legal services providers.

Terms of Payment

Our initial invoice for advance payment is due within 30 days of receipt. Client will make all reasonable efforts to pay subsequent invoices as soon as possible upon receipt of invoices, and no later than 30 days following receipt.

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Payment may be paid either by delivering a check to our offices in New York (Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022) payable to the order of "Kobre & Kim LLP" or by wire transfer or EFT to the coordinates on our invoices. All amounts due to us will be paid in United States dollars, free and clear of all local taxes including any withholding or similar tax.

By signing this letter, Client is acknowledging that it is obligated to pay our fees and other charges. The issue of payments or reimbursements from insurance carriers or other third parties is a matter solely between Client and such third party and in no way affects Client's obligation to pay our charges when due, in accordance with the terms of this engagement letter. Kobre & Kim is neither responsible for the reporting of this matter to any and all insurance companies nor for the submission of its invoices. However, upon request, Kobre & Kim will submit invoices to insurance companies as a courtesy. To the extent that, as part of this courtesy, we interface with insurance companies regarding coverage issues, Client understands that we are not acting as coverage counsel. To the extent that Client requires an attorney specialized in coverage issues, such does not fall within the terms and scope of this engagement.

Miscellaneous

Termination

Client may terminate this engagement, and we may terminate this engagement, at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. Unless previously terminated, this engagement will terminate upon our sending Client our final statement for services rendered. If, upon such termination, Client wishes to have documents returned, please advise us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents retained by us.

Privilege

We believe it is in the interest of our clients that the Firm has the protection of the privilege in connection with internal reviews of its work for them. Client agrees that any communications between our lawyers and staff working on their matter and the lawyer at the firm who may be reviewing that work for compliance with professional conduct rules will be protected by the Firm's own attorney-client privilege and that any such review will not constitute a conflict between our interests and those of Client.

Confidentiality

The terms of this engagement letter are confidential and will not, except as required by law, be disclosed by Client or us to any third party without the consent of the other. Where the

Fujian Jinhua Integrated Circuit Co., Ltd.
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fact of our representation of Client is a matter of public record, we agree that Client or Kobre & Kim shall be permitted to inform third parties of the representation.

Data Privacy

Kobre & Kim will take steps to ensure that any personal data transferred is treated in accordance with the Firm's privacy policy. This privacy policy was last reviewed and updated August 3, 2018 and can be accessed at this URL: <https://www.kobrekim.com/privacy>.

File Retention

Unless otherwise required by applicable law or rules, Kobre & Kim reserves in its absolute discretion the right to retain or destroy documents once a matter has concluded.

Sovereign Immunity

Client hereby irrevocably submits to the jurisdiction of the Hong Kong International Arbitration Centre, and any other courts in which any award rendered by an arbitral tribunal constituted pursuant to this agreement may be enforced, and for the purposes thereof irrevocably waives any right of sovereign immunity that it may have whether before the arbitral tribunal or otherwise from suit and/or jurisdiction and/or adjudication, including but in no way limited to waiving any right of sovereign immunity as to it and any of its property, regardless of the commercial or non-commercial nature of this property. Such property includes any bank account belonging to the contracting state whether held in the name of a diplomatic mission or otherwise. The waiver extends to property, including bank accounts, belonging to the contracting state's central bank or other monetary authority. For the avoidance of doubt, the irrevocable waiver in this clause includes a waiver of any right of sovereign immunity in respect of pre-judgment interim relief and post-judgment execution of any arbitral award.

Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Choice of Law

This agreement and all matters arising out of or relating to this agreement, are governed by, and construed in accordance with, the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"), without regard to the conflict of laws provisions

Fujian Jinhua Integrated Circuit Co., Ltd.
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Page 7

thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction.

* * *

If you wish to discuss any of the foregoing terms of engagement, please contact me in writing upon receipt of this letter. Otherwise, we will proceed with our engagement on the terms set forth above. Please sign below to acknowledge your receipt of this letter and return the same to us. Please note that our engagement responsibilities formally commence only upon receipt of the agreed-upon retainer. We look forward to working with you.

Very truly yours,

A. Wade Kays
KOBRE & KIM LLP
12/19/2018

Bowen Huang 2 Jan. 2019

Bowen Huang, Authorized to Enter into an Agreement on behalf of Fujian Jinhua Integrated Circuit Co., Ltd.

