

OMB No. 1124-0006; Expires May 31, 2020

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  Step toe & Johnson, LLP		2. Registration No.  6653						
3. Name of Foreign Principal Fujian Jinhua Integrated Circuit Co., Ltd.	4. Principal Address of Foreign Principal No. 88, Lianhua Avenue Integrated Circuit Science Park Jinjiang, Quanzhou Fujian Province P.R. China							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Government of a foreign country <sup>1</sup> <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <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> <input type="checkbox"/> Individual-State nationality			<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>							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant N/A								
b) Name and title of official with whom registrant deals								
7. If the foreign principal is a foreign political party, state:								
a) Principal address N/A								
b) Name and title of official with whom registrant deals								
c) Principal aim								

<sup>1</sup> "Government of a foreign country," as defined in Section 1(c) 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.

Memory chip production

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 checked="" type="checkbox"/> No <input 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 checked="" type="checkbox"/> No <input 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.)

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
3/22/19	Douglas Kanter, Partner	

OMB No. 1124-0004; Expires May 31, 2020

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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  Steptoe & Johnson, LLP	2. Registration No. 6653
3. Name of Foreign Principal  Fujian Jinhua Integrated Circuit Co., Ltd.	

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.

Engage in Government Relations activities before the U.S. Government.

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

Engage in Government Relations activities before the U.S. Government.

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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.

Engage in Government Relations activities before the U.S. Government.

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**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
3/22/19	Douglas Kantor, partner	

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.

James F. Hibey  
202 429 6407  
jhibey@step toe.com

**Step toe**  
STEP TOE & JOHNSON LLP

1330 Connecticut Avenue, NW  
Washington, DC 20036-1795  
202 429 3000 main  
www.step toe.com

March 8, 2019

**BY EMAIL**

Mr. Zheng Jinfu  
Legal and Patent Affairs Office, President Administration Office  
Fujian Jinhua Integrated Circuit Co., Ltd.  
No. 88, Lianhua Avenue  
Integrated Circuit Science Park  
Jinjiang, Quanzhou  
Fujian Province  
P.R. China

Re: Step toe Engagement

Dear Mr. Zheng:

This letter and the attached General Terms and Conditions of Engagement set forth the basis for the engagement of Step toe & Johnson LLP ("Step toe") by Fujian Jinhua Integrated Circuit Co., Ltd. ("you" or "Client") to represent you in connection with its listing by the Department of Commerce on the "Entity List," as well as governmental advocacy and any resulting or related litigation (all, hereinafter, "Matter"). Mr. Bowen Huang will serve as Step toe's client contact for purposes of receiving Step toe's updates and communications, and is authorized to direct Step toe on behalf of Client. We look forward to working with you on this representation.

The terms and conditions that govern this engagement and the services we will provide are described in detail herein and in the attachment to this letter. I want to draw your attention in particular to several important provisions for our engagement below; a number of the points below are explained at greater length in the attachment, which is an integral part of this letter. You should review these materials and let me know immediately if you have any questions. After reviewing them, please countersign this letter and return a fully-executed copy to me by email. However, if you ask us to perform work on your behalf prior to returning the countersigned letter and we commence such work at your request, that will constitute acceptance of these terms and conditions of engagement.

Mr. Zheng Jinfu  
March 8, 2019  
Page 2 of 10



First, this engagement establishes an attorney-client relationship solely with Fujian Jinhua Integrated Circuit Co., Ltd. and not with any other affiliated or associated entity or individual. We accordingly apply ethics rules relating to conflicts of interest only with respect to Fujian Jinhua Integrated Circuit Co., Ltd.

Second, the scope of our engagement is limited to the specific Matter; while we would be pleased to discuss potential engagements on other matters, any new or extended engagement will require our mutual agreement in writing.

Third, as we have previously discussed, the government relations work headed by Doug Kantor, will be done at a fixed charge of \$30,000 per month, plus expenses. Allison Nyholm and others will assist Doug.

Fourth, for the export-related work regarding the Entity List and related litigation, we will charge hourly rates for services rendered and require reimbursement for costs. My current hourly rate currently is [REDACTED] and the rates of Edward Krauland, Brian Egan, and Ying Huang, who I expect will be significantly involved in the representation, are [REDACTED] respectively. Other individuals will be involved in the representation as necessary. For the hourly-based work on export and litigation matters, we will reduce all hourly rates by 8%, as requested. Consequently, for example, the rates noted in this paragraph will be reduced by 8% on the bills sent to you. We ask that you pay our bills within 30 days of receipt, or advise us promptly of any questions. Steptoe reserves the right to terminate the attorney-client relationship for failure to timely pay our bills.

We also require a retainer of \$75,000 on the hourly-based work; that amount will be applied as an advance against fees and costs for the export and litigation portions of the Matter. Any remaining balance will be returned when this representation has been concluded. Steptoe reserves the right to use any part of the funds to satisfy a delinquent payment under this agreement and to discontinue the representation until the Client restores the full amount. You should send me a check payable to Steptoe & Johnson LLP in that amount or wire transfer the funds so it can be properly credited. Wire instructions are as follows:

**Bank:** [REDACTED]  
**Domestic Wire Transfers:** [REDACTED]  
**Domestic ACH Transactions:** [REDACTED]  
**Beneficiary's Account #** [REDACTED]  
**Swift Code** - [REDACTED]  
**CHIPS** - [REDACTED]  
**Beneficiary's Name:** Steptoe & Johnson LLP  
**Tax ID Number** [REDACTED]  
1330 Connecticut Avenue, NW  
Washington, DC 20036-1795  
TEL: 202.429.3000  
FAX: 202.429.3902  
www.steptoe.com

Mr. Zheng Jinfu  
March 8, 2019  
Page 3 of 10



Fifth, non-working travel time will be billed at a 50% discount of our hourly rates, as requested.

Sixth, regarding paragraph 10 of the attached General Terms and Conditions, Steptoe will be flexible on the timing of payments, as previously discussed. When necessary for the client, payment within 45-60 days will be acceptable.

Seventh, regarding paragraph 7 of the attached General Terms and Conditions, the third-party computer based research will be capped at no more than \$5,000 per month. It is difficult to estimate such costs, though at the outset of our representation, we would expect those costs to be far less than the \$5,000 cap.

Eighth, the attorney-client relationship created by this engagement is terminated when our services are completed, or when termination is triggered under the terms and conditions set out in the attachment, and in any event when we send you our final statement for services rendered in this Matter.

Ninth, as detailed in the *Conflicts and Waiver* paragraph of the attachment, we require a forward-looking waiver permitting Steptoe to represent current or future clients in matters adverse to Client or its related entities on matters that are not substantially related to our representation of you in this Matter.

Tenth, we process personal data in accordance with applicable privacy and data protection legislation, including under EU law. Details of the individuals with whom we are in contact in this matter will be processed primarily to provide you with legal services, and for case management and billing in accordance with this letter and the attachment. Except as specified in this letter (including the attached Terms and Conditions), we will not share your data with third parties without your consent.

We may also use the data you provide to inform you about general legal developments, to invite you to legal seminars we hold, and for similar purposes not related to this matter. Please let us know if you do not wish us to contact you for such purposes.

By counter-signing this letter you acknowledge that we process personal data relating to your members of management, employees or agents, advisers or consultants and other individuals involved in the Matter. You acknowledge that we may disclose personal data to third parties engaged to perform services on your behalf and to third parties who perform administrative and other functions on our behalf. Please refer to Paragraph 21 for full details of our data privacy/data protection rights and obligations.

Finally, this letter and the attachment set forth the agreed specific terms of our engagement, which supersede and survive any inconsistent items in any "outside counsel guidelines" or any provisions required to use an electronic billing system. These agreed terms can be modified only by written agreement between the individual signatories below expressly stating that this specific engagement letter is being changed.

Handwritten signature in Chinese characters, likely indicating the signatory's name and role.

Mr. Zheng Jinfu  
March 8, 2019  
Page 4 of 10



Please sign and return a copy of this letter to me to confirm your agreement to our representation in this Matter and your authority to agree to these terms on behalf of Fujian Jinhua Integrated Circuit Co., Ltd.; if that is not the case, please have this letter countersigned by someone with the necessary level of authority to reflect Fujian Jinhua Integrated Circuit Co., Ltd.'s agreement to our representation in this Matter.

We very much look forward to working with you and your colleagues.

Sincerely,

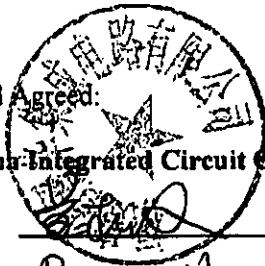
*James F. Hibey / S*

James F. Hibey

Accepted and Agreed:

Fujian Jinhua Integrated Circuit Co., Ltd.

Signature:



By:

*Power Huang*  
Name

Its:

*VP. of Operation Resources*  
Title

Date:

*March 14, 2019*



Mr. Zheng Jinfu  
March 8, 2019  
Page 5 of 10



**STEPTOE & JOHNSON LLP**  
**GENERAL TERMS AND CONDITIONS OF ENGAGEMENT**  
As of May 25, 2018

1. *Client:* The client in this representation—and the only party with which Steptoe & Johnson LLP (“Steptoe”) is establishing an attorney-client relationship—is the specific entity identified in the first paragraph of the engagement letter to which this is attached (the “Client”). Steptoe has not been asked, and is not agreeing, to represent or establish an attorney-client relationship with any other entity, such as a parent, subsidiary, affiliate, member, owner or other affiliate or associate of the Client. Steptoe is applying ethics rules relating to conflicts of interest only with respect to the Client.

2. *Scope of Representation:* The subject matter and scope of this representation is limited to the specific Matter described in the first paragraph of the engagement letter to which this is attached. Any further work will require our mutual agreement reflected in writing.

3. *Client Communication:* The Client’s continued attention to this Matter is critical. The Client agrees to respond to communications from Steptoe in a timely manner. Please inform Steptoe in writing of any changes in the name, address, telephone number or e-mail address of the Client entity or the appropriate Client contact, or other relevant changes.

4. *Term of Engagement:* The attorney-client relationship created by this letter terminates when the services sought by the Client have been completed, and in any event terminate upon Steptoe sending the Client its final statement for services rendered in the matter, which date shall not be extended because of subsequent statements sent with respect to unpaid balances or activities associated with their collection. Client agrees that the representation can be presumed to have been completed if there is no billable work for a period of six months and there are no ongoing appeals proceedings or intellectual property maintenance obligations. In accordance with the Rules of Professional Conduct, Steptoe will continue to protect the confidentiality of Client’s information after the engagement has ended.

Either Steptoe or the Client may terminate this engagement at any time for any reason, subject on Steptoe’s part only to applicable rules of professional conduct and, where required, subject to leave of court or other relevant tribunal. Steptoe’s reasons for terminating this engagement may include, but are not limited to, the Client failing to pay a statement within 30 days after it was rendered; the Client’s failure to direct, cooperate with, or respond to Steptoe in a timely manner; or Steptoe’s judgment that continuing the representation of the Client could result in a violation of the applicable rules of professional conduct. In the event of any termination or withdrawal initiated by the Client, Steptoe will be entitled to receive any unpaid fees and expenses through the date of withdrawal on the basis set forth above. In the event of a termination or withdrawal initiated by Steptoe, Steptoe will provide at its cost reasonable services to transition the engagement to subsequent counsel engaged by the Client.

5. *Postengagement Developments:* After completion of Steptoe’s representation in the Matter, changes may occur in the applicable facts, laws, or regulations that could have an impact upon Client’s rights and liabilities. Unless the Client specifically engages us to provide additional

Mr. Zheng Jinfu  
March 8, 2019  
Page 6 of 10



legal advice on issues arising after completion of the matter, Steptoe has no continuing obligation to advise the Client with respect to future developments.

6. *Hourly Fees:* Steptoe will charge hourly rates for services rendered. Hourly rates are reviewed annually, typically in January, and may be revised based on that review. If rates are adjusted, the new rates will be reflected in the first billing statement Steptoe provides after the date of the change.

7. *Expenses:* Steptoe will charge the Client for various services and expenses, such as duplication, travel and the like. Expenses for services that are furnished using Steptoe resources (or for contractors that use Steptoe office space, equipment, services or facilities) are billed at a rate that covers direct costs plus an allocation of indirect costs that we believe to be fairly related to the service involved. For legal or factual research using third-party computer databases, most vendors (including LexisNexis and Westlaw) provide us with rate schedules listing suggested per-search and other charges. Steptoe will charge the Client for use of those databases at the vendor's scheduled rates because allocations of total costs for these databases cannot be made consistently on a month-by-month basis due to variable usage; however, Steptoe will not pass on any vendor charges for printing from these databases. Where services are provided entirely by an outside vendor for a specified amount (e.g., consultants' fees, graphics, court reporters, filing fees) and do not involve the use of firm facilities or other resources, Steptoe charges clients only the amount charged by the outside vendor, without any markup. Unless special arrangements are made at the outset, any significant fees and expenses of others supplying services in connection with this representation (such as experts, investigators, consultants and court reporters) will be billed to the Client for payment directly to the billing entity, and Steptoe will have no responsibility for paying those fees or expenses.

8. *Estimate:* If, at the Client's request, Steptoe provides a proposed budget or other estimate of fees and costs that may be incurred in connection with its representation, the Client agrees that no such estimate or budget constitutes a promise or guarantee by Steptoe that the fees and costs due and payable by the Client in connection with this representation will be at or below those estimated or budgeted amounts.

9. *Taxes:* Some jurisdictions impose charges denominated as sales, use, excise, business, value added or other taxes, tariffs or duties on amounts billed to clients. The amount of any such charges (excluding taxes based on Steptoe's net income or on the wages, salaries or benefits paid to its personnel) will be included in Steptoe's statements and will be the Client's responsibility. Steptoe's fees are net of any withholding or similar tax imposed by any jurisdiction in which the Client resides or does business. If any amount is withheld for such taxes in such jurisdiction, the Client must gross up the amount to be paid to Steptoe so that the net amount paid to Steptoe is the amount due on Steptoe's statement.

10. *Billing:* Steptoe expects to send statements to the Client on a monthly basis covering fees and expenses for the prior month. Steptoe also expects the Client to pay our statements promptly and in any event within 30 days after they are received.

11. *Retainer:* With regard to any retainer, applicable bar rules provide that fees and expenses paid in advance of the performance of legal services are to be treated as the property of the

Mr. Zheng Jinfu  
March 8, 2019  
Page 7 of 10



client and must be deposited into a client trust account unless the attorney and client agree otherwise. By signing this engagement letter, the Client acknowledges the receipt of the foregoing information and agrees that any advance payment of legal fees and expenses related to this representation shall be treated as the property of Steptoe upon receipt. The Client also agrees that any such advance payment of legal fees or expenses shall be deposited in Steptoe's general operating account to be drawn upon as legal services are performed and expenses incurred. Steptoe will refund any portion of the advance payment that exceeds the total of Steptoe's legal fees and expenses incurred in the representation upon the termination of the representation.

12. *Conflicts and Waiver:* Steptoe represents companies and individuals throughout the United States and internationally, who may have matters in conflict with the Client or one or more of its affiliates. Steptoe is undertaking to represent the Client in this Matter on the basis of the Client's agreement that during this representation or any future representations that are initiated without a new or amended engagement letter, Steptoe will not be precluded from representing other clients, including, but not limited to, any current or future Steptoe clients who are adverse to the Client or any related entities, in matters not substantially related to this representation, including representations in negotiations, regulatory matters, litigation, the providing of advice or opinions, ADR proceedings of various kinds or other matters. By retaining Steptoe for this representation, the Client agrees that it waives any such conflict and will not seek to have Steptoe disqualified as counsel to another client in the event of such adverse matters.

13. *Confidentiality:* Our ethical obligations as lawyers impose stringent rules about protecting the confidentiality of client information, including not only privileged material but other material we obtain during our representation of the Client that is of a confidential nature or that the Client would not want to see disclosed other than with its approval. The conflicts waiver discussed above does not change our obligation to protect such information.

14. *Our Own Use of Counsel:* The Client agrees that Steptoe may seek legal advice from internal or external counsel concerning this representation, waives any claim of conflict based on those consultations or related communications, even if adverse to the Client's interests, and acknowledges that such communications are protected by Steptoe's own attorney-client privilege from disclosure to the Client.

15. *Retention of Records:* Certain of our records are viewed as client records ("Client File") and the Client may ask at any time to receive copies of the Client File, which will be made at the Client's expense. Upon completion of a specific representation, the original Client File shall be available to be taken by the Client. Steptoe will be entitled to make copies if it chooses to do so. If the Client does not take possession of the Client File, Steptoe will store the Client File and any additional records relating to its work it deems essential for ten (10) years after it concludes the representation, with the exception of certain kinds of legal instruments that Steptoe is required to retain for longer periods of time. Where the same file, paper or electronic, consists in multiple copies, Steptoe will designate the electronic copy as the official Client File. If the Client has not taken possession of the Client File at the end of the ten-year period, Steptoe may dispose of it without further notice. If the Client indicates its wishes to have the Client File retained for a longer time, Steptoe can make arrangements to store it for limited periods at the Client's expense and will be glad to furnish information on the cost of doing so. If there are large volumes of such materials, Steptoe may contract to have the copies made by a contractor retained by Steptoe under contract conditions

Mr. Zheng Jinfu  
March 8, 2019  
Page 8 of 10



that impose obligations on the contractor personnel to recognize and honor the confidential nature of the materials. In referring to records in this paragraph, Steptoe means electronic and "hard copy" records.

16. *Electronic Communications:* It is likely that during the course of this engagement both the Client and Steptoe will use electronic devices and Internet services (which may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, and other technology) to communicate and to transmit documents. Although the use of this technology involves some degree of risk that third parties may "hack into" or otherwise access confidential communications, Steptoe believes and, by signing this letter Client agrees, that the benefits of using this technology outweigh the risk of disclosure.

17. *File Sharing:* Steptoe provides for multiple ways to easily and securely exchange files with clients. In all instances, Steptoe strongly prefers that the Client and Steptoe use one of Steptoe's contracted and secure platforms. Steptoe does not investigate and cannot validate the security of other commercial file share software or Client's in-house file share software.

18. *Definitive Agreement:* These Terms and Conditions, together with the engagement letter to which they are attached, set forth the agreed specific terms of Steptoe's engagement. Those agreed specific terms supersede and survive any inconsistent items that may be contained in "outside counsel guidelines" sent to us by the Client or generic provisions that Steptoe is required to "accept" in order to use any electronic billing system for the Client. These terms can be modified only by a written agreement between the individual signatories to the attached engagement letter expressly stating that terms of this specific engagement letter are being changed.

19. *Counterparts:* The engagement letter to which these Terms and Conditions are attached may be executed in two or more counterparts or by facsimile/PDF signature (or both), each of which will be deemed to be an original, but all of which will constitute one and the same agreement.

20. *Choice of Law/Dispute Resolution:* These Terms and Conditions, and with the engagement letter to which they are attached shall be governed by, construed in accordance with, and enforced pursuant to the laws of the People's Republic of China without regard to principles of conflict of laws.

If any claim or dispute arises from or in connection with this engagement letter, or the breach, termination or invalidity thereof ("Dispute"), either the Client or Steptoe may deliver a written notice to the other party requesting that the Dispute be settled by arbitration in accordance with this Section 20. Any such arbitration shall be conducted under the rules of the Beijing Arbitration Commission. The arbitration tribunal shall consist of three arbitrators. Each of Steptoe and the Client shall appoint one arbitrator, and the third arbitrator, who shall act as chairman of the arbitration tribunal, shall be appointed by the Beijing Arbitration Commission, provided that the additional arbitrator shall not be a national of the Peoples Republic of China or of the United States of America. Unless the arbitration tribunal shall determine otherwise, the costs of the arbitration shall be borne by the losing party, who shall bear all of the legal costs of the other party. Unless otherwise terminated in accordance with its terms, this agreement and the

Mr. Zheng Jinfu  
March 8, 2019  
Page 9 of 10



rights and obligations of the parties therein shall remain in full force and effect for as long as any proceeding pursuant to Section 2 shall be pending.

21. *Compliance with EU Data Protection Requirements:* Steptoe processes personal data in accordance with the EU's General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws and regulations, as amended or updated from time to time ("Data Protection Legislation"). In accordance with Data Protection Legislation, Steptoe is the data controller for the individuals and purposes referred to herein.

Personal data comprises information relating to members of management, employees or agents of the Client, its advisers or consultants and other individuals involved in the Matter. It will typically be limited to the name, title, gender, date of birth, marital status, bank details, addresses, telephone numbers and email addresses, but may include other information depending on the nature of the Matter. If individuals involved in the Matter fail to provide certain information when requested, Steptoe may not be able to perform the contract it has entered into with the Client (such as providing legal services), or it may be prevented from complying with its legal obligations.

Steptoe processes such data for the purposes of: (i) client due diligence, provision of advice and representation in accordance with its contractual obligations towards the Client, management of the Client's matters and billing; (ii) ensuring that the Client can be contacted and made known to attorneys and other persons with whom Steptoe has relations; (iii) Steptoe's (or a third party's) legitimate interests (to the extent that the interests and fundamental rights of the individuals involved in the matter do not override those interests), for example informing the Client about legal developments and to conduct other marketing activities; and (iv) management of Steptoe's Bar and other legal and regulatory requirements, including its professional liability policy.

Steptoe only collects personal data that is adequate, relevant and not excessive for the stated purpose, and that is also accurate and, where necessary, kept up to date. It stores the personal data for the duration of this Agreement. If provided by law or ethical obligations, and subject to the provisions of the this letter relating to retention of records, Steptoe may keep certain records for as long as necessary to fulfil the purposes Steptoe collected it for (or which may arise at a future date), including for the purposes of satisfying legal, accounting, insurance or reporting requirements. It may retain personal data for longer periods for archival purposes and may access those archives if it has a legal obligation, right, or consent to do so.

Steptoe has taken appropriate technical and organizational measures to protect personal data, considering the state of the art and the risks of a data breach. Data may be kept, maintained and processed in computer and/or manual formats. Some data may be stored in a single or multiple private clouds located in the United States, the European Economic Area ("EEA") or in other jurisdictions and managed by a third party service provider.

It may be necessary, in the course of Steptoe's activities, to disclose such data to third parties, including: (i) other persons associated with Steptoe, its attorneys and employees; (ii) Steptoe's professional advisers; (iii) unrelated third parties, such as Steptoe's professional liability insurers and parties engaged to perform services on the Client's behalf (for example, other lawyers including foreign lawyers, accountants and trade mark agents); and (iv) third parties who perform administrative and other functions on Steptoe's behalf (for example, IT and cyber security services,

Mr. Zheng Jinfu  
March 8, 2019  
Page 10 of 10



and audit or quality checks on Steptoe's practice). If Steptoe engages third parties to process data on the Client's behalf, including outside the United States and the EEA, it will do so in conformity with Data Protection Legislation. In particular, Steptoe does not allow its third-party service providers to use the personal data for their own purposes. They may only process the personal data for purposes specified by and in accordance with Steptoe's instructions. Steptoe may also need to share the personal data of the individuals involved in the matter with a regulator or otherwise to comply with the law. Steptoe requires third parties to respect the security of the personal data and to process it in accordance with Data Protection Legislation. Certain categories of personal data may be transferred between Steptoe's offices in the EU and its offices in the United States and China in conformity with Data Protection Legislation, including, where applicable, any "adequacy decision" adopted by the European Commission, or other appropriate or suitable safeguards. Details may be obtained from Steptoe's contact person identified below.

The terms of this clause do not affect the rights of individuals ("data subjects"), or Steptoe's obligations and responsibilities, under Data Protection Legislation.

The rights of data subject rights include the rights to: (i) request a copy of the personal data Steptoe holds relating to them; (ii) request correction of inaccurate data; (iii) request erasure of their personal data ("right to be forgotten"), subject to Steptoe's right to retain it for legal purposes; (iv) to object to Steptoe's use of the personal data for a defined purpose (e.g. marketing); and (v) subject to conditions, transfer of personal data to another person ("portability"). In the limited circumstances where individuals involved in the matter may have provided their consent to the collection, processing and transfer of their personal information for a specific purpose, they have the right to withdraw their consent for that specific processing at any time. If the data subject wishes to exercise these rights, please contact us.

Steptoe does not envisage that any decisions will be taken using automated means. It will notify the Client in writing if this position changes.

Data subjects have the right to lodge a complaint with a supervisory authority, in particular in the EU member state of their habitual residence, place of work or place of an alleged infringement of Data Protection Legislation.