

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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 .22 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, FARA 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 LLP	2. Registration Number 6653
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3. Primary Address of Registrant
 1330 Connecticut Avenue, NW, Washington, DC 20036

4. Name of Foreign Principal Ministry of Industry and Trade of the Socialist Republic of Viet Nam	5. Address of Foreign Principal 23 Ngo Quyen, Hoan Kiem Hanoi VIETNAM
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6. Country/Region Represented
 VIETNAM

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

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

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

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Ministry of Industry and Trade of the Socialist Republic of Viet Nam

b) Name and title of official(s) with whom registrant engages
 Mr. Trinh Anh Tuan, Director General

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.

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

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. 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.

b) Is this foreign principal:

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

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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.

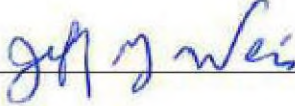
EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
01/05/2024	Jeffrey Weiss	/s/Jeffrey Weiss
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTION

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Date	Printed Name	Signature
1/5/2024	Jeffrey Weiss	
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA 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 LLP	2. Registration Number 6653
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3. Name of Foreign Principal
Ministry of Industry and Trade of the Socialist Republic of Viet Nam

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. What is the date of the contract or agreement with the foreign principal? 12/26/2023
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Meetings and electronic communication with client

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

Assist Ministry and support Government of Vietnam in obtaining market economy status in antidumping proceedings.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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 response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Assist Ministry and support Government of Vietnam in obtaining market economy status in antidumping proceedings.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "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.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

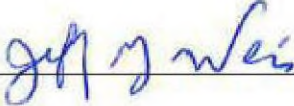
EXECUTION

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Date	Printed Name	Signature
01/05/2024	Jeffrey Weiss	/s/Jeffrey Weiss
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTION

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Date	Printed Name	Signature
1/5/2024	Jeffrey Weiss	
_____	_____	_____
_____	_____	_____
_____	_____	_____

SOCIALIST REPUBLIC OF VIET NAM
Independence- Freedom – Happiness

CONTRACT:

No: 2023126/MOIT-STEPTOE

Selection of legal service provider to represent and support the Government of Viet Nam in the process of requesting the United State to grant the market economy status of Viet Nam.

- Pursuant to the Law on Foreign Trade Management No 05/2017/QH14
- Pursuant to the Law on Bidding No. 43/2013/QH13 date November 26, 2013;
- Pursuant to Decree 10/2018/ND-CP dated January 15, 2018 on guidelines for the Law on Foreign Trade Management on Trade remedies;
- Pursuant to Decree 96/2022/ND-CP dated November 29, 2022 defining the functions, tasks, powers and organizational structure of Ministry of Industry and Trade
- Pursuant to Decision 17/2019/QD-TTg dated April 8, 2019 on several bidding packages, procurement content for purpose of frequent operation subject to the selection of contractors under special circumstances under Article 26 of the Law on Bidding;
- Pursuant to Decision 1739/QD-BCT dated May 21, 2018 of the Minister of Industry and Trade on promulgating criteria for selecting partners to provide legal consulting services in trade defense lawsuits and resolve disputes at the WTO on trade remedies;
- Pursuant to Decision 2639/QD-BCT dated December 2, 2022 of the Minister of Industry and Trade regulating the functions, tasks, powers and organizational structure of Trade Remedies Authority of Viet Nam;
- Pursuant to Decision 3321/QD-BCT dated December 22, 2023 on approving detailed estimates and plans to select contractors to perform the task: "Selection of legal service provider to represent and support the Government of Viet Nam in the process of requesting the United State to grant the market economy status of Viet Nam" by Trade Remedies Authority of Viet Nam;
- Pursuant to Decision /QD-BCT dated December , 2023 of the Minister of Industry and Trade on the selection of legal service provider to represent and support the Government of Vietnam in the process of requesting the United State to grant the market economy status of Vietnam;
- Pursuant to Official Dispatch 1033/PVTM-P3 dated December 11, 2023 of the Trade Remedies Authority of Vietnam on the selection a law firm to represent the Government

of Vietnam in the process of requesting the United State to grant the market economy status of Viet Nam;

- Pursuant to Memorandum of Contract Negotiation dated December 25, 2023;
- Pursuant to the demand and ability of each party,

Today, dated December 26, 2023, we include:

A. Ministry of Industry and Trade of the Socialist Republic of Viet Nam (hereinafter called "Party A")

Represented by: Mr. Trinh Anh Tuan

Title: Director General

Office: 23 Ngo Quyen, Hoan Kiem, Hanoi, Vietnam

Tel: +84 24 7303 7898 Email: TuanTA@moit.gov.vn

[Redacted]

B. Stephoe LLP (hereinafter "Party B")

Represented by: Mr. Eric Emerson

Title: Partner

Office: 1330 Connecticut Ave, NW, Washington 20026 DC

Telephone: +1 202 429 8076 E-Mail: eemerson@stephoe.com

[Redacted]

After discussion, the Parties agreed to sign a Contract to hire a legal consultant to represent and support the Government of Vietnam in the process of requesting the United States to recognize Vietnam as a market economy with the following conditions:

Article 1. The goal of the contract

This contract covers legal work to be performed by Party B on behalf of Party A. The work will be conducted by Party B in conjunction with Party A and other agencies of the Government of the Socialist Republic of Vietnam ("Government of Vietnam") in the review of the changed circumstances of the US Department of Commerce to consider granting the market economy status of Vietnam in US trade defense investigations (hereinafter call "CCR Case"). IDVN Lawyer is Party B's co-counsel in Vietnam, which has the same rights and obligations as Party B. Payment for IDVN will be subject to agreement between IDVN and Party B and will be credited from the fee of this contract. Party A will pay Party B for the legal fee by the terms of this Contract.

Article 2. Scope of work

Party B's scope of work under this contract includes the legal advice and representation for Party A all the necessary elements of the US Department of Commerce's CCR Case for review to grant the market economy status of Vietnam in US trade defense investigations, as provided in Article 2.1 below:

2.1 Scope of work of Party B

Party B undertakes to perform, including but not limited to, the specific tasks as follows:

1. Giving the Government of Viet Nam a comprehensive strategy and a detailed plan for the CCR proceedings;
2. Preparing lists of requests for information and documents that are necessary to prepare comments and rebuttal comments of the Government of Viet Nam during the CCR proceedings;
3. Assisting in preparing comments to support the recognition of market economy status of Viet Nam for the US and Vietnamese companies, associations, and other related parties, if needed;
4. Preparing and submitting timely the comments on behalf of the Government of Viet Nam. Analyzing opinions of relevant parties to prepare critical opinions;
5. Advocating for organizations and individuals, including members of the US Congress, committees, relevant members of the US Government, US and Vietnamese companies and associations, and other stakeholders Support to grant the market economy status of Viet Nam. Prepare procedures, draft the Argument, and participate on behalf of the Government of Vietnam in public hearings if the Ministry of Trade organizes it;
6. Preparing procedures, drafting arguments of the Government of Vietnam, and On behalf of the Government of Viet Nam, participating in the public hearing before the US Department of Commerce, if any;
7. On behalf of the Government of Viet Nam, communicating with the US Department of Commerce and the interested parties to the CCR proceedings if needed;
8. Timely and regularly updating the developments of the CCR proceedings for the Government of Viet Nam, prepare content for the Government of Vietnam to discuss with relevant parties as required.

2.2 Scope of work of Party A

1. Inspecting and supervising the performance of Party B in accordance with the above scope of work;

Progress of work needs to be completed

- (i) Completing the Government of Viet Nam's comments before the deadline as informed by DOC (may be extended);
- (ii) Timely submitting the Government of Viet Nam's comments to the US Department of Commerce, as instructed, within the deadline as informed by DOC (may be extended);

- (iii) Completing the Government of Viet Nam's rebuttal comments before the deadline as informed by DOC (may be extended).
- (iv) Timely submitting the Government of Viet Nam's rebuttal comments to the US Department of Commerce, as instructed, within the deadline as informed by DOC (may be extended).
- (v) Regularly reporting to the Government of Viet Nam's (represented by Ministry of Industry and Trade) on the results of advocating the US companies and associations and other related parties in supporting the US' recognition of Viet Nam's market economy status until the final determination of the US Department of Commerce is issued;
- (vi) Completing a draft of speech for the Government of Viet Nam 10 days before a public hearing occurs at the latest.

Mornitoring Rules

- (i) All documents and exchanges before being submitted to the US Department of Commerce must be reviewed and commented on by the Government of Viet Nam (represented by the Ministry of Industry and Trade) and can only be submitted when approved by the Government of Viet Nam (represented by the Ministry of Industry and Trade)
 - (ii) The legal service provider and its partner should have regular meetings with the Ministry of Industry and Trade to update the status of the case.
 - (iii) Prepare and send timely reports on developments and progress of the case to the Ministry of Industry and Trade.
2. Coordinating with Party B in exchanging and providing information regarding the proceeding;
 3. Assigning competent officials to coordinate with and assist Party B in carrying out the work in the proceeding in a timely and effective manner;

Article 3. Conflict of interest

1. Party B undertakes that there is no conflict of interest between the representation of the Government of Vietnam and Party B's representation of other clients in international trade matters; in the event such conflict arises, Party B shall always defend Party A's best interests in connection with the work within the scope of the contract;
2. During the term of this contract, Party B shall not participate directly or indirectly in any activities, representations or other cases which may be adverse to the work of Party B under this contract;
3. Party A agrees to the following waivers:
 - a) Regarding the identification of the client (i.e. Party A) for purposes of avoiding conflicts of interest, the client is identified as Trade Remedy Authority (TRAV) under

the Ministry of Industry and Trade of the Government of the Socialist Republic of Vietnam and does not include any other ministries, agencies, or organizations in or under the Government of the Socialist Republic of Vietnam;

- b) Regarding the scope of representation, Party A shall not object to the representation by Party B of other clients in matters unrelated to the proceeding covered by this contract.

Article 4. Fees and Method of Payment

1. Party A agrees to pay Party B a fixed fee for its services of **US\$ 630,000** (six hundred thirty thousand U.S. dollars) corresponding to each item of work in the Annex of Contract. Payment shall include all taxes and other charges arising out of the proceeding.
2. The payment schedule is specifically specified as follows:

Installment	Amount (\$USD)	Deadline for Invoice
1	100,000	After Party B completes items (1), (2), and (3) in the Article 2.1 of the Contract
2	200,000	After Party B completes items (4) in the Article 2.1 of the Contract
3	230.000	After Party B completes items (5) in the Article 2.1 of the Contract
3	100,000	after a final decision by the DOC in the CCR Case
Total	630,000	

3. In case the case is terminated earlier, Party A will only be obliged to pay for the work performed by Party B until the case is terminated. In case the case is prolonged beyond 270 days, Party A will only be obliged to pay Party B a maximum value equal to the value of this contract which is 630,000 USD (In words: six hundred and thirty thousand US Dollars).
4. Payment method: Bank Transfer

5. Acceptance: The two parties will conduct acceptance of the work performed after Party B completes the work stated in Item 2 of this article.
6. Payment procedures: Party A agrees to pay Party B's invoices within 60 days after Party A receives all of the following payment request documents:
 - i. Party B's written payment request.
 - ii. Contract signed between both parties.
 - iii. Minutes of acceptance and contract liquidation.
 - iv. Table for determining the value of completed work volume.
 - v. Legal and valid financial invoice issued by Party B.
7. Contract liquidation: After Party A completes the final payment procedure to Party B, the two parties will proceed to liquidate the contract

Article 5. Cooperation and Confidentiality

According to conduct codes of the Washington D.C. Bar Association and the administrative protective order applicable to this CRR case, Party B undertakes that all sensitive, proprietary or other confidential information received from Party A and/or pertaining to Party A shall be highly preserved, except for information of public nature. The confidential information, which shall be used to submit to DOC in this CRR case, will be considered as “exclusive information of business” under the administrative protective order applicable to this investigation.

Article 6. Commitments

1. Party B commits to fully and timely perform work referred in Article 2 to ensure the work is best done and comply with the obligations of Party B consistent with (1) the rules of the Bar Association of the District of Columbia and related jurisprudence; and (2) with best practices in the legal profession. In case Party B’s violation causing damages to Party A or negatively affect the CRR case results, Party B shall compensate Party A in accordance with Vietnam laws up to the amount of this contract;
2. Party B shall provide Party A periodic reports and assessment of the developments of the CRR case and respond to the Government’s questions related to the CRR case. Party B shall provide the necessary advice to the Government as requested during the CRR case.

Article 7. Effective date and Termination

1. The effective date of this contract shall be the date on which Party A informs that Party B is selected as the representation of Party A;
2. The effective date of this contract shall terminate when Party A completes the payment of fees and disbursements incurred by Party B in accordance with this contract, except in the event of a dispute under Article 8;

3. In the event that Party A terminates this contract before its completion, it agrees to pay all fees and disbursements incurred up to the date it is notified of the termination, not to exceed the amount of this contract which is US\$630,000 (six hundred thirty thousand U.S. dollars).
4. In the event that Party B terminates this contract without cause before its completion or Party B fails to complete the work specified in Article 2.1 of this contract, it agrees to pay Party A for any damages caused by such termination up to the amount of this contract, namely US\$630,000 (six hundred thirty thousand U.S. dollars).

Article 8. Governing Law and Dispute Settlement

1. This contract is Governed by the laws of Vietnam in effect at the time of signing. Issues related to the standards of Party B's performance shall be governed by the standards applicable under the relevant rules of the District of Columbia Bar.
2. Any disputes arising from or relating to this contract and/or breach of this contract by either party or both parties shall be brought to arbitration in accordance with the rules of the International Chamber of Commerce at an arbitration center agreed upon by the parties; in the absence of an agreement by both parties, any arbitration will be held at the Singapore International Arbitration Center.

Article 9. Final Clause

1. The two Parties undertake to comply with the terms specified above. In the course of implementation if new issues arise, both parties will negotiate and sign a Contract Appendix. The Appendix will be an integral part of the contract and has the same legal validity as the contract.
2. This contract is made in 10 (ten) copies of the Vietnamese version and 10 (ten) copies of the English version. The Vietnamese and English versions shall be of equal validity, in the event of any conflict, the Vietnamese version shall prevail. Party A hold 8 (eight) copies in Vietnamese, and 8 (eight) copies in English; Party B holds 2 (two) copies in Vietnamese and 2 (two) copies in English.

AGREED TO AND ACCEPTED:

Party A's Representative

Party B's Representative



Trịnh Anh Tuấn

Eric Emerson