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OMB No. 1124-0006; Expires July 31, 2023

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
Sidley Austin, LLP

2. Registration Number
3731

3. Primary Address of Registrant
1501 K Street, N.W., Washington, DC 20005

4. Name of Foreign Principal
Hikvision USA, Inc.

5. Address of Foreign Principal
18639 Railroad Street
City of Industry, CA 91748

6. Country/Region Represented
CHINA

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

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

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.

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

a) Name and title of official 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.

Hikvision USA, Inc. is the US subsidiary of Hangzhou Hikvision Digital Technology Co., Ltd. Hikvision is the world's largest manufacturer of video surveillance products.

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 ☐

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

See Appendix for Response

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.

Received by NSD/FARA Registration Unit 10/14/2022 1:15:11 PM

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
10/14/2022	Michael Borden	/s/Michael Borden

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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
10/14/22	Michael Borden	

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Appendix
Response to Item 11

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

Item 10(b) Owned: Hikvision USA, Inc. is a wholly owned subsidiary of Hangzhou Hikvision Digital Technology Co., Ltd. (a Chinese corporation). Hangzhou Hikvision Digital Technology is 39.59% owned by CETHIK Group Co., Ltd. and 1.96% owned by The 52nd Research Institute at China Electronics Technology Group Corporation. Both of these entities are wholly owned by China Electronics Technology Group Co., Ltd., which is a wholly state-owned Chinese corporation. The balance of the shares of Hangzhou Hikvision Digital Technology Co., Ltd. are owned by various entities. A list of the company's top ten shareholders can be found at https://www.hikvision.com/en/ir/top-ten-shareholders/

Item 10(b) Controlled: See response above.

Item 10(b) Financed: See response above.

Item 10(b) Subsidized: See response above.

Received by NSD/FARA Registration Unit 10/14/2022 1:15:11 PM

Received by NSD/FARA Registration Unit 10/14/2022 1:15:14 PM

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U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the 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 .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	2. Registration Number
Sidley Austin, LLP	3731

3. Name of Foreign Principal
Hikvision USA, Inc.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 06/04/2018

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Sidley Austin will provide lobbying services on behalf of Hikvision USA, Inc. regarding prohibitions on certain video surveillance equipment in the National Defense Authorization Act and other potential legislation and administrative action affecting Hikvision's sale of video surveillance equipment. These lobbying services may involve contacts with Members of Congress, congressional staff, and Executive Branch agency officials regarding matters affecting Hikvision's sale of video surveillance equipment.

Received by NSD/FARA Registration Unit 10/14/2022 1:15:14 PM

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

See response to Item 8.

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

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.

See response to Item 8.

11. Prior to the date of registration[2] 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.

See Appendix for Response

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

Date	Contact	Method	Purpose
			No Political Activity Contacts to Report

12. During the period beginning 60 days prior to the obligation to register[3] 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
06/04/2018-10/14/2022	Hikvision USA, Inc.	The compensation that we have received from Hikvision USA, Inc. is provided in our LD-2 quarterly activity reports, which are linked in response to Item 11 of Exhibit B.	$ 7,465,000.00
			$ 7,465,000.00 Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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.

Received by NSD/FARA Registration Unit 10/14/2022 1:15:14 PM

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
10/14/2022	Michael Borden	/s/Michael Borden

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EXECUTION

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Date	Printed Name	Signature
10/14/22	Michael Borden	

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Appendix
Response to Item 11-Description

Sidley Austin has provided lobbying services to Hikvision USA, Inc. since June 2018. The work that we have performed for Hikvision previously is consistent with our response to Item 8, above.

Sidley Austin registered under the Lobbying Disclosure Act (LDA) for our work for Hikvision USA, Inc. immediately after being retained in June 2018. Our prior lobbying work for Hikvision and payments received are described in the quarterly LD-2 activity reports that we have filed under the LDA Our LDA registration and quarterly reports (as amended) are publicly available in the Senate LDA database and as follows:

LD-1 Registration: https://lda.senate.gov/filings/public/filing/39b0b257-7e93-460e-a5d6-0d93f5be11b9/print/
2018 Q2 LD-2: https://lda.senate.gov/filings/public/filing/6efedd6a-9b5b-43a1-aa1c-ec839ac1079a/print/
2018 Q3 LD-2: https://lda.senate.gov/filings/public/filing/4d443065-f39f-41b2-a3cf-6b34d4cb811f/print/
2018 Q4 LD-2: https://lda.senate.gov/filings/public/filing/56f59686-11a3-49fb-91fa-1edeaa7ccde1/print/
2019 Q1 LD-2: https://lda.senate.gov/filings/public/filing/06e31673-3fb5-49c5-8d1c-bbc0f3817f18/print/
2019 Q2 LD-2: https://lda.senate.gov/filings/public/filing/af78aa63-3f9f-46ad-b6ee-14e4dc3c5251/print/
2019 Q3 LD-2: https://lda.senate.gov/filings/public/filing/5a0ca2ab-1b7e-4afc-992d-75d28f24f2d5/print/
2019 Q4 LD-2: https://lda.senate.gov/filings/public/filing/8df3f493-4375-4c7c-9419-856b796336dd/print/
2020 Q1 LD-2: https://lda.senate.gov/filings/public/filing/d5895704-b7e2-4863-ac1d-5d690a58ec00/print/
2020 Q2 LD-2: https://lda.senate.gov/filings/public/filing/ee01f7f4-c41c-49fb-9231-9097dce3f405/print/
2020 Q3 LD-2: https://lda.senate.gov/filings/public/filing/cbf534af-3a59-43da-a838-c6ce8d1d1da0/print/
2020 Q4 LD-2: https://lda.senate.gov/filings/public/filing/b4e00ed8-36db-48cf-9bbf-f1079383a6c9/print/
2021 Q1 LD-2: https://lda.senate.gov/filings/public/filing/4483e396-9284-4b6f-9a04-9eb8c0637148/print/
2021 Q2 LD-2: https://lda.senate.gov/filings/public/filing/ed62412a-10f3-40b2-8571-c4213ed60c00/print/
2021 Q3 LD-2: https://lda.senate.gov/filings/public/filing/e68767e5-4504-4a2d-aec3-8893ed8027ee/print/
2021 Q4 LD-2: https://lda.senate.gov/filings/public/filing/a0dc71a2-0c84-4f6c-8e0a-c707e7825cd4/print/
2022 Q1 LD-2: https://lda.senate.gov/filings/public/filing/ba9bdf23-a573-4aa9-ad95-18b41b4f6f03/print/
2022 Q2 LD-2: https://lda.senate.gov/filings/public/filing/fc62959e-ddb6-4f52-9a86-4cebd725e57e/print/
2022 Q3 LD-2: To be filed with Congress on or before October 20, 2022

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lei.li@sidley.com
+86 10 5905 5505

Privileged and Confidential

Hikvision USA Inc.
18639 Railroad Street
City of Industry, CA 91748

Attention: Jeffrey He, President

Ladies and Gentlemen:

Introduction. Sidley Austin LLP ("Sidley" or "we") appreciates the opportunity to serve as your counsel. This letter, including its Attachment entitled "Additional Terms and Conditions," explains the policies and procedures that apply to this engagement. If this letter is acceptable, please sign two copies in the space provided below, retain one copy and return the other to me.

Client. The client in the matter described below will be Hikvision USA Inc. (the "Client" or "you"). Unless we otherwise agree in writing, the Client will not include your parent entity, any of its or your subsidiaries or affiliates, or any of your or their respective shareholders, directors, officers or employees. Thus, our representation of you will not give rise to any conflict of interest if our representation of any other Sidley client is adverse to your parent entity, any of your subsidiaries or affiliates or any of your or their respective shareholders, directors, officers or employees.

Matter; Scope. Our representation of you is limited to providing counsel on matters related to developing governmental relations and preventing legislative efforts from mentioning Hikvision and its products in the United States National Defense Authorization Act (the "Matter"). We would be pleased to consider expanding the scope of this Matter, or representing you in other matters; however, we must first confirm any such expansion or other representation in writing. If we take on additional matters, each will be governed by this letter unless otherwise agreed.

Fees and Expenses. Our fees for the Matter will be based on the hourly billing rate for each attorney and paralegal (and any other relevant timekeeper) devoting time to the Matter. Our billing rates for attorneys in our United States offices currently range from [redacted] per hour for new associates to [redacted] per hour for senior partners. Our billing rates for paralegals/project assistants in those offices currently range from [redacted] per hour to [redacted] per hour. Rick Boucher's billing rate is [redacted] per hour; Michael Borden's billing rate is [redacted] per hour; Patricia DeLoatche's billing rate is [redacted] per hour; Dora Hughes' billing rate is [redacted] per hour; and Lei

Sidley Austin LLP is a limited liability partnership practicing in affiliation with other Sidley Austin partnerships.

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Li's billing rate is [redacted] per hour. These billing rates are reviewed annually and may be changed effective January 1 of each year.

We are committed to serving you with efficient and cost-effective support systems. We will include on our bills charges for services such as document reproduction, messenger and overnight courier service, computerized research, travel, long-distance telephone, facsimile, document processing, search and filing fees, and internal litigation and practice support services. Fees and expenses of others (such as outside experts, consultants, other non-legal professionals, local counsel and co-counsel) will generally be billed directly to you by those others. Our website, which can be accessed at http://www.sidley.com/costrecoveryandpreadmittancebillingratepolicy/us/, includes detailed information about our expense recovery policies and procedures, which are an integral part of this letter. These policies and procedures take into account, among other things, a number of special arrangements we have with some of our vendors and service providers.

We want our clients to be satisfied with the quality and reasonableness of our services. Our usual practice is to bill monthly, and we expect payment within 30 days following your receipt of our invoice. Subject to applicable rules of professional conduct, we may suspend work on a matter or resign from a representation if satisfactory arrangements are not made for the payment of amounts outstanding in excess of 60 days and we do not receive satisfactory assurance of the payment of amounts that will become due in the future.

In light of the foregoing, other current or future clients, including those identified in the preceding paragraph, (collectively, the "Other Clients") may ask us to represent them in matters, such as litigation, business transactions, investigations, regulatory, insolvency, restructuring or other matters that are adverse to you and may negatively impact your interests. If we are not representing you in such a matter , and the matter in which you and an Other Client have adverse interests is not substantially related to our current or past representation of you and does not involve our use, to your disadvantage, of confidential information you have provided to us, you agree that we may represent such Other Client, you waive any conflict of interest arising from such representation, and you agree that you will not seek to disqualify or otherwise prevent us from representing such Other Client. You acknowledge that you have had an opportunity to consult with other counsel (in-house or otherwise) and to raise any questions you may have with us before agreeing to this waiver.

Term of Engagement. We trust that our relationship with you will be mutually satisfactory. However, either you or Sidley may terminate our representation at any time for any reason, subject on our part to applicable rules of professional conduct. If we terminate the representation before it is concluded, we will take reasonably practicable steps to protect the Client's interests. If a court's permission is required for withdrawal from the representation, we will promptly apply for such permission, and you agree to cooperate in such application – including, where appropriate, by engaging successor counsel in the matter.

Received by NSD/FARA Registration Unit 10/14/2022 1:15:14 PM

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Unless previously terminated, our engagement in the Matter and representation of the Client in the Matter will terminate without further notice upon the earliest of: (i) our completion of the Matter; (ii) a decision by you not to proceed with the Matter; and (iii) our sending a final statement for services rendered in the Matter. The termination of a matter by either the Client or Sidley will not affect the Client's obligation to pay unpaid fees and expenses incurred as of that time, and will not be affected by the fact that Sidley (a) thereafter makes efforts to collect unpaid fees and expenses or (b) is designated in an agreement with another party or on a court service list to receive notices related to the matter.

Arbitration of Disputes. We expect that any disagreement between us relating to an engagement governed by this letter or to our relationship with the Client (including any claim of malpractice or breach of contract, or relating to fees or charges for the representation) will be resolved by discussion. If, however, such discussion is not successful, we both agree that any such dispute or claim will be finally resolved by arbitration conducted in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Non-Administered Arbitration (effective November 1, 2007), except as they may be modified herein or by our mutual agreement. The arbitration shall take place in Washington, D.C. or in another location agreed to by you and us. In addition, we both consent to the jurisdiction of the federal or state courts in the location where the arbitration is conducted over any judicial proceedings relating to any aspect of the arbitration, including motions to confirm, vacate, modify or correct an arbitration award. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, and judgment may be entered by any court having jurisdiction over the award or the relevant party or its assets.

The arbitration shall be conducted by one arbitrator, who shall be selected by our mutual agreement or by the CPR if you and we are unable to agree on an arbitrator within 30 days after arbitration is initiated. Each of us will be responsible for paying the costs of the arbitration in accordance with CPR rules. Each of us agrees to keep the arbitration confidential, and neither the proceeding's existence nor any element of it shall be disclosed by either of us beyond the tribunal, the parties and their counsel, and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or to the extent that disclosure is necessary to enforce the rights arising out of the award, provided that each of us agrees to use best efforts to limit the scope of any required disclosure and, subject to court approval, to seek to submit any such disclosure to a court or agency under seal. Claimants who are not parties to this letter may not bring claims in the arbitration proceeding.

This agreement to arbitrate shall constitute an irrevocable waiver of each party's right to a trial by jury, as well as of rights to discovery or to an appeal that would customarily be available in a judicial proceeding but that may be limited or unavailable in connection with such an arbitration. You acknowledge that you have had the opportunity to

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consult with other counsel (in-house or otherwise) prior to agreeing to this waiver, including regarding the waiver of jury trial, discovery, and appeal rights, and have made your own decision about whether to do so.

* * *

Please call me if you have any questions regarding this letter. Thank you for the opportunity to serve you.

Very truly yours,
Lei Li

Lei Li

May 31. 2018

On behalf of
Sidley Austin LLP

Acknowledged and Agreed By
Jeffrey He

On behalf of
Hikvision USA Inc.

Attachment: Additional Terms and Conditions

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Privileged and Confidential

Additional Terms and Conditions

This is an attachment to, and integral part of, the letter dated May 31, 2018 with Hikvision USA Inc.

Limitations on the Scope of the Matter. Unless otherwise agreed by Sidley in writing, our engagement in the Matter or in any other representation contemplated by this letter will not include advising you on insurance coverage issues; Sidley will not provide advice concerning notification of insurance carriers, and will not be responsible for notifying such carriers or for follow-up communications with the carriers regarding the status of the Matter.

After completion of the Matter, changes may occur in applicable laws or regulations or applicable transaction documentation that could have an impact on the Client's future rights and liabilities. Unless the Client actually engages us to provide additional advice after the completion of the Matter on issues arising from the Matter, and we accept such an engagement in writing, we will have no continuing obligation to advise the Client with respect to future legal developments.

No Warranty. Sidley will endeavor to achieve successful results for the Client, but Sidley makes no promises or warranties to the Client regarding the outcome or cost of the Matter.

Conflicts Relating to Restructuring and Insolvencies. Sidley's representation of an entity in financial distress may involve adversity to that entity's numerous creditors, equity interest holders, or other parties in interest (including Client). Accordingly, you agree that in a matter for another Sidley client which involves the bankruptcy or financial restructuring of such other client, we may represent such other client adversely to you provided the matter involved is not substantially related to our representation of you.

Confidentiality and Document Retention. When a matter is concluded, we will keep our file confidential in accordance with applicable rules of professional conduct. At the Client's request at the termination of a matter, Sidley will provide the Client with Sidley's file relating to the representation, including any documents or other property that the Client provided to Sidley in connection with the representation. Such file will not include Sidley's administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal Sidley work product (such as drafts, notes, and internal memoranda and emails). Sidley may make and retain a copy of the file provided to the Client. If the Client does not request delivery of the file, Sidley will retain the file in accordance with its records management policy and procedures, and documents may be destroyed after Sidley's applicable records retention periods have expired.

Responses to Subpoenas and Similar Requests. If Sidley is required to respond to a subpoena or other formal request for records or other information relating to a representation, or to testify by deposition or otherwise concerning the representation (a "Request"), Sidley will first, to the extent permitted by applicable law, consult with the Client to determine whether the Client wishes Sidley to comply with the Request, or to resist it, if there is a basis for doing so.

Received by NSD/FARA Registration Unit 10/14/2022 1:15:14 PM

Received by NSD/FARA Registration Unit 10/14/2022 1:15:14 PM

The Client agrees to reimburse Sidley for its reasonable time and expense incurred in responding to any Request, including time and expense incurred in reviewing documents, appearing at depositions or hearings, and otherwise addressing issues raised by the Request.

Responses to Audit Inquiries. We respond to a client's request to provide information to the client's auditor regarding client legal matters with the same care and professionalism used to handle other client legal work. We will, accordingly, charge for those services at the same rates. A written request by or on behalf of you that we provide information to an auditor will constitute your consent that we disclose the requested information on your behalf.

Privacy, Data Protection and Confidentiality. Our policies with respect to privacy, data protection and information security can be accessed on our website at https://www.sidley.com/en/sidley-pages/privacy-policy. Subject to those policies and to applicable ethical confidentiality obligations, and unless otherwise directed by the Client, Sidley may use a variety of electronic communication systems in communicating internally, with the Client and with others during the representation, including cellular or satellite telephone calls, e-mails, facsimile transmissions, video conferencing and other evolving forms of electronic communications. Sidley uses outsourced non-lawyer personnel for a variety of support functions, including mailroom, photocopy, information technology and word processing, and they are required by Sidley to agree to maintain the confidentiality of information relating to Sidley's clients.

Laws Covered. Except as may be otherwise agreed to by Sidley in writing, our representation of the Client hereunder will be limited to matters of United States federal law, state law in states in which we have offices and, as applicable, the Delaware Revised Uniform Partnership and Limited Partnership Acts, the Delaware Limited Liability Company Act and the Delaware General Corporation Law.

Publicity. Unless the Client instructs otherwise, Sidley may, for conflicts resolution purposes, disclose to other clients and potential clients (in engagement letters or otherwise) that the Client is represented by Sidley. Sidley will not, however, disclose that it represents or has represented the Client in a particular matter without Client consent unless the matter has been publicly disclosed, such as by a filing with a court or regulatory authority or by the Client's issuance of a press release. Unless the Client consents to the inclusion of additional information, Sidley's disclosure of information about a matter will be limited to the Client's name, the name of the other party or parties, and a short description of the matter which contains only publicly-available information.

Consent Regarding Privileged Sidley Communications. When issues arise concerning Sidley's professional duties and rights, including under applicable professional conduct rules, Sidley may seek confidential counsel from internal Sidley lawyers with responsibility or expertise in the areas in question, and in some instances from outside counsel as well. Sidley believes that it is in the mutual interest of Sidley and its clients that Sidley receive expert and confidential legal advice regarding its professional duties and rights in such circumstances. Accordingly, the Client consents to such consultation, waives any claim of conflict of interest that could result from such consultation, and agrees that such consultation will not be a basis for a waiver of any attorney/client privilege that would otherwise be available to Sidley. However,

Received by NSD/FARA Registration Unit 10/14/2022 1:15:14 PM

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Sidley will continue to comply with its professional obligation to provide the Client with sufficient information regarding a matter to permit the Client to make informed decisions regarding the representation.

Governing Law and Choice of Forum. This letter (including these Additional Terms and Conditions) shall be governed by, and construed in accordance with, applicable rules of professional conduct and the laws of the District of Columbia, without regard to its conflict of the law rules. Any claim arising under or relating to this letter, including these Additional Terms and Conditions, that is not subject to arbitration shall only be brought in the state or federal courts in the District of Columbia, and the Client and Sidley each agree to submit to the jurisdiction of such courts.

Sidley lawyers outside the U.S. may be asked to perform work on behalf of or adverse to you. In many respects the conflict of interest rules outside the U.S. are less restrictive than those in the U.S. A matter on which the work will be performed entirely or substantially by Sidley lawyers not admitted to practice in a U.S. jurisdiction will be governed by the conflicts of interest rules in the jurisdiction in which the substantial work on the matter is performed, and not by the law of any U.S. jurisdiction.

Severability. If any provision of this letter (including these Additional Terms and Conditions) is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect.

Received by NSD/FARA Registration Unit 10/14/2022 1:15:14 PM