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

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
Brownstein Hyatt Farber Schreck, LLP	5870

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. What is the date of the contract or agreement with the foreign principal? 3/23/2020

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

The attached engagement renewal letter includes the proposed business terms and describes the nature and performance of the registrant's activities.

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

Provide government relations services and strategic counsel on matters before the US Government.

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 or dissemination of informational materials.

See response to #9 above

11. Prior to the date of registration[2] for this foreign principal did the registrant engage 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.

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 register[3] for this foreign principal, did the registrant receive from the foreign principal any contribution. income. money, or thing of value either as compensation on. 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
		Total	

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal. did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of 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	To Whom	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.

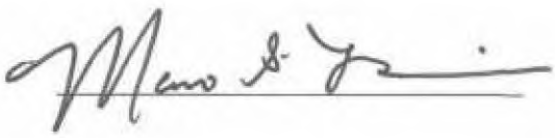
2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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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 Exhibit B to Registration Statement, 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
4/2/2020	Marc Lampkin	

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Brownstein Hyatt Farber Schreck

Marc S. Lampkin
Shareholder
202.652.2341 tel
202.296.7009 fax
mlampkin@bhfs.com

March 6, 2020

Ms. Ariel Zhou
Fujian Jinhua Integrated Circuit Co., Ltd.
No. 88, Lianhua Avenue, Integrated Circuit Park
Jinjiang City, Fujian Province, China

RE: Engagement Agreement for Government Relations Services

Dear Ms. Zhou:

Thank you for selecting Brownstein Hyatt Farber Schreck, LLP (the "Firm") to continue to serve as government relations advisors to Fujian Jinhua Integrated Circuit Co Ltd ("Jinhua"). We are very pleased and privileged to work with you. The purpose of this engagement letter (the "Agreement") and the attached Standard Terms and Conditions, which are incorporated into this letter by this reference (the "Terms"), is to outline the nature and scope of the engagement and our respective responsibilities and expectations. This Agreement supersedes any prior agreement between us.

The Client: The Firm will represent Jinhua but not Jinhua's corporate parents, subsidiaries, or other affiliates.

Scope of Engagement: This Agreement and the Terms apply to the policy-related engagement described in the below Statement of Work, as well as to any future policy-related engagements with respect to which you ask the Firm to represent you, unless we execute a separate agreement for one or more separate engagements. Services rendered to you prior to your signing this Agreement are subject to the provisions of this Agreement and the Terms.

Statement of Work: The Firm will provide federal government relations services to Jinhua in connection with and in anticipation of certain legal proceedings.

Staffing, Fees, Costs and Billing Arrangements: In the course of our engagement, it is anticipated that I will supervise and coordinate most of the work on this matter, with the assistance of any policy professionals, law clerks, assistants, and other staff working with me.

By executing this Agreement, Jinhua agrees to pay the Firm a fee of $40,000 per month for a one year period beginning January 8, 2020. Jinhua shall pay this fee monthly. Jinhua may elect to terminate this Agreement by providing the Firm with thirty (30) days' written notice of its intent to terminate this Agreement. If such notice is given, this Agreement will terminate on the last day of the month in which such 30th day falls; Jinhua shall be responsible for payment through the last day of such month. The Firm shall at all times have the right to terminate our representation of Jinhua upon thirty (30) days' written notice if Jinhua does not pay our fees, if we determine that our continued representation of you would be unethical or inappropriate, or if we have another reasonable basis for termination consistent with our professional duties.

In the course of providing services to you, it may be necessary for us to incur certain costs. Jinhua agrees to reimburse us in accordance with the Terms for all reasonable costs that we actually incur and for the Firm's administrative fee. For more information on billing, including third party and other costs for which

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you will be billed, rate changes and other factors affecting fees and other charges, please refer to the Terms.

Conflicts of Interest: The Firm has conducted a search in our conflicts database of your name and the names of Jinhua's owners, principals and affiliates and all adverse parties and their owners, principals and affiliates that you provided to us, as applicable. Based on the information provided, we have discovered no current conflicts. To help us continue to assess conflicts as this matter proceeds, we will depend on Jinhua to keep us advised of changes in Jinhua's owners, principals, affiliates and potential adverse parties that might affect our analysis of actual or potential conflict of interests.

We also wish to emphasize that the Firm provides a wide array of public policy services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. Therefore, as a condition of our undertaking to represent any client on a particular matter as described in the engagement letter, we hereby ask you, as we do each of our clients, to waive objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver will permit us to represent another client in advocating a change in law or policy areas even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

Appropriations: You agree that no compensation provided under the Agreement shall be paid from Federal appropriated funds, and that you will take all necessary steps to comply with the Federal Acquisition Regulation's Limitations on the Payment of Funds to Influence Federal Transactions, 48 C.F.R. § 3.800 et seq.

Government Contracts: We agree that the scope of our representations shall not include any acts that would induce or tend to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of this matter. You understand that the Firm does not hold itself out as being able to obtain any government contract on any basis other than the merits of the matter.

Lobbying Registration Requirements: The parties agree that the activities the Firm will undertake pursuant to this agreement may require the Firm to register as a lobbying firm on the client's behalf. If that is the case, the Firm will file a registration as soon as the firm deems it appropriate and file regular reports, pursuant to the Lobbying Disclosure Act, as legally required.

Foreign Agent Registration Requirements: The parties agree that the Firm may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the client and thereafter will be required to file the reports required by FARA, detailing its activities on the client's behalf.

Privilege & Confidentiality: Please note that although the Firm is a law firm, and many of the people with whom you will work may be licensed attorneys, there may be instances in which the Firm's communications with you are not covered by the attorney-client privilege. Even if the privilege does not apply, however, the Firm will treat all information and documents provided to us as confidential pursuant to the applicable Rules of Professional Conduct. The Firm confirms that is has in place appropriate technical and organizational security measure to ensure confidentiality of the information provided, and shall notify Jinhua immediately of any suspected or actual unauthorized use, coping or disclosure of information. Please let us know if you have questions so that we can discuss this issue in more detail.

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Complete Agreement: This Agreement and the Terms contain all the terms and provisions of and related to our engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and Jinhua.

If you agree with the terms and provisions of this Agreement and the Terms, please countersign this letter where indicated below and return it to us with the deposit referenced above at your earliest opportunity. If you have any questions, please feel free to contact me or a member of our team.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: _____

Acceptance of Agreement and Standard Terms and Conditions:

The undersigned entity represents and warrants that it has the power and authority and that the individual signing on its behalf below has been authorized to enter into and sign this Agreement. The undersigned does hereby engage Brownstein Hyatt Farber Schreck, LLP in accordance with the terms of this Agreement and the attached Standard Terms and Conditions, effective as of the date of this Agreement.

FUJIAN JINHUA INTEGRATED CIRCUIT CO. LTD

By: _____
Name:
Its:

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BROWNSTEIN HYATT FARBER SCHRECK, LLP
STANDARD TERMS AND CONDITIONS – POLICY MATTERS

Duties of the Parties: Brownstein Hyatt Farber Schreck, LLP (the "Firm") agrees to represent you in accordance with the accompanying Engagement Agreement for Policy Services (the "Agreement") and these Standard Terms and Conditions – Policy Matters (the "Terms"). You agree to fully cooperate with us, be open and truthful, provide us with complete information pertaining to the representation, keep us informed of developments, promptly respond to our inquiries and communications, and pay our bills in a timely manner.

Billing Period and Payments: We will bill you on a monthly basis or such other periodic basis as we may determine. Except as otherwise set forth herein, you agree to make payment of all outstanding fees and costs within 30 days of your receipt of a billing statement. We reserve the right to charge interest on overdue amounts at the rate of 1.5% per month, or the maximum interest rate permitted by law, whichever is less, from the date due until paid. You agree to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

Outside Contractors and Assistants: You agree that we may utilize contractors and assistants who are supervised by our policy professionals but not employed by the Firm, and who may reside inside or outside of the United States.

In-House Costs and External Expenses: In addition to fees incurred for policy work, your statement will include other charges and costs, some of which are summarized below, that you agree to pay.

Charges for long distance telephone calls, in-office copying, ordinary postage, and deliveries made by in-house staff are covered by an administrative fee, currently calculated at 2.5% of fees incurred. This administrative fee is charged in lieu of itemizing those costs.

Other costs which you agree to pay include, but are not limited to: computer-assisted legal research; extraordinary administrative, technical or accounting support; other vendor costs; and reasonable expenses for travel, meals and hotel accommodations. The Firm will book travel and accommodations to ensure the most favorable negotiated or corporate rates, for example, at hotels that offer the best value given the proximity of work sites. Airline travel will be booked at economy class rates unless prior approval is given by Jinhua for a higher class of service.

At our discretion, all costs may be included on your statement or billed directly to you. We may also require that you advance to us the estimated amount for such items prior to our incurring them on your behalf. You agree to pay such costs, and we assume no obligation to advance any costs on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.

No Guarantees: Comments or expressions of opinion about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard. Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter.

Billing Disputes: You agree to inform us of any dispute you may have with respect to a billing statement within ten (10) days of the statement date. Even if you dispute a portion of a billing statement, you agree to pay the undisputed portion within 30 days of your receipt of the statement. You will be responsible for any costs of collection incurred by the Firm, including reasonable attorneys' and paralegals' fees and costs.

Responses to Auditors' Inquiries: We are frequently asked to provide information to third-party auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care that we use to handle our clients' other legal and policy work, and we will charge for these services at the hourly rates applicable to your engagement. When an auditing firm requests information on your behalf, consent shall be requested before we disclose the requested information to that auditing firm.

Permission to List the Company as a Client: Occasionally, we may provide lists of representative clients or matters to legal or other publications and may use our clients' names or a description of their matters in marketing materials. Unless you instruct otherwise, you agree that such use is acceptable.

Communications and Special Requirements: During the course of our engagement, we may exchange emails and electronic versions of documents with you using commercially available software. Such communications are occasionally victimized by the creation and dissemination of viruses and other destructive electronic programs and hackers who compromise the privacy of electronic communications. Our virus scanning software may also occasionally reject a communication that you send to us, or we may send you a message that is rejected by your system. Although infrequent, these occurrences are to be expected as part of the ordinary course of business. Accordingly, we cannot guarantee that our communications and documents will always be virus-free or immune from invasions of expected privacy. If for these or other reasons you would prefer or require that we not use electronic communications or that we follow special instructions or encrypt emails or other communications, you should promptly advise in writing those working on your matters of such preferences or requirements.

Ownership of Records and Files: You understand and agree that your client file consists of any correspondence, legal memoranda, pleadings, agreements, or other documents that the Firm retains in its electronic document management system, which is duplicated in hard copy. It is our policy to destroy all client files (including all documents and materials therein) no less than eight years following completion of each matter. This file destruction procedure is automatic, and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling. Alternatively, you may request, prior to our scheduled destruction date, that we deliver all or certain portions of these client files to you rather than destroying them.

Termination: You may terminate our services at any time. If you choose to do so, you agree to give us prompt notice of the termination. Upon such termination, you will remain obligated to pay for all services rendered and costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us appropriate documents effecting our substitution or withdrawal.

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We will promptly return to you any remaining balance of your retainer as well as a copy of your client file, as described above.

Except to the extent limited by applicable law or rules of professional conduct, we may also withdraw from this engagement at any time. We may withdraw, by way of example, if:

- You fail to fulfill an obligation to the Firm or to honor the terms of the Agreement or these Terms, such as by failing to pay our statements or to post deposits in a timely manner;
- You make it unreasonably difficult to represent you;
- Our continued work for you will result in an unreasonable financial burden on the Firm; or
- Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you agree to take all steps reasonably necessary to free us of any obligation to perform further services. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

Our engagement with you will be considered terminated at the earliest of your termination of our engagement, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity, or otherwise).

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

This Agreement and all matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction.

Interpretation and Effective Date: The Agreement and these Terms supersede all other prior and contemporaneous written and oral agreements and understanding between us, including any outside counsel guidelines or service level agreements, or the like, that you adopt, unless such outside counsel guidelines or service level agreements have been provided to us prior to the date of the Agreement or unless the Agreement and these Terms have been made expressly subject thereto. You acknowledge that no promises have been made to you by us other than those in the Agreement and these Terms. In the event that these Terms conflict with the Agreement, the Agreement will govern. If any provision of these Terms or the Agreement is found unenforceable, the remaining provisions will remain in effect. If the Agreement does not take effect for any reason, you will still be required to pay us the reasonable value of any services we performed for you and all costs actually and reasonably incurred on your behalf.



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