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**CONFIDENTIAL**

July 11, 2020

Minister-Counselor Yin Chengwu  
Office of Congressional & Subnational Affairs  
Embassy of the People's Republic of China to the United States  
3505 International Place, NW  
Washington, DC 20008

**Re: *Engagement of Squire Patton Boggs (US) LLP***

Dear Minister-Counselor Yin:

On behalf of Squire Patton Boggs (US) LLP ("SPB"), I thank you for the opportunity to represent the Embassy of the People's Republic of China to the United States (the "Embassy") with respect to congressional matters. We look forward to continuing to work with you and the Embassy's capable team in a manner that fosters a mutually gratifying longterm relationship.

A written engagement agreement is required or recommended by the law of professional ethics in the jurisdictions in which we practice law. The engagement agreement between us consists of this letter and the enclosed Standard Terms and Conditions of Engagement ("Standard Terms"). The engagement agreement is designed to address our responsibilities to each other and to outline for you certain important matters that are best established early as we form an attorney-client relationship with you in this matter.

The engagement agreement responds to requirements in the rules of professional ethics and is intended to achieve a better understanding between us. We request that you review this agreement carefully. By proceeding with this engagement you will be indicating to us that you have done so. It is important that you review and understand the terms of our relationship, such as the section on "Conflicts of Interest." For many of our clients from nations other than the United States, the section on "Conflicts of Interest" makes our agreement on conflicts similar if not identical to the ethics rules for lawyers in your country.

The SPB team will be led by myself. Accordingly, I will be primarily responsible for the work performed on behalf of the Embassy and will supervise the lawyers and other professionals who may work on this project. Indeed, I anticipate that associates, staff attorneys, legal assistants, public policy specialists and advisors, and/or in-house consultants will assist with this matter.

47 Offices in 20 Countries

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit [squirepattonboggs.com](http://squirepattonboggs.com) for more information.  
010-9090-4398/1/AMERICAS

Squire Patton Boggs (US) LLP

Fees for our work shall be in the form of a fixed monthly retainer of US\$55,000 inclusive of expenses and payable quarterly in advance (the "Retainer"). Should the Embassy require international travel, it will be billed separately in addition to the Retainer. The engagement shall be for one year beginning July 11, 2020 through July 10, 2021. Should the Embassy decide to terminate this engagement earlier than July 10, 2021 and inform SPB of this position with 30 days written notice, the Embassy will be absolved of the responsibility for the fees for the remainder of the specified time period. Thereafter, we will measure our progress and decide how we go forward together. Please note that, under our Standard Terms, invoices for our fees are payable within thirty days of the date of our statement. We request that upon signing this engagement letter, you remit the first quarter's retainer of US\$165,000.

Please confirm your acceptance of this engagement by countersigning the enclosed copy and returning it to me. If you do not agree with one or more of the provisions of the engagement agreement, please contact me so that we can try to address your concerns. Of course, if you have any questions or concerns regarding the foregoing, please contact me. You should also feel free to consult with independent counsel before signing. Throughout our relationship, we want you to be satisfied with the professional services that we perform on your behalf. Accordingly, we encourage you to contact us as soon as you have any questions or concerns regarding our services or our fees.

We look forward to working with the Embassy to achieve successful results.

Very truly yours,

Squire Patton Boggs (US) LLP



Robert S. Kapla  
Partner

**Letter and Standard Terms Accepted,  
including section on "Conflicts of Interest"**

EMBASSY OF THE PEOPLE'S REPUBLIC OF  
CHINA TO THE UNITED STATES

Date: July 11, 2020

By:   
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Mr. Yin Chengwu  
Minister-Counselor  
Office of Congressional & Subnational Affairs

Enclosure