

UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF INDUSTRY AND SECURITY
WASHINGTON, D.C. 20230

In the Matter of:

Seagate Technology LLC
47488 Kato Road
Fremont, CA 94538

Seagate Singapore International Headquarters PTE. LTD.
90 Woodlands Avenue 7
Singapore 737911

Respondents

ORDER RELATING TO
SEAGATE TECHNOLOGY LLC AND
SEAGATE SINGAPORE INTERNATIONAL HEADQUARTERS PTE. LTD

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has notified Seagate Technology LLC, of Fremont, California (“Seagate US”) and Seagate Singapore International Headquarters Pte. Ltd., of Singapore (“Seagate Singapore”) (collectively, “Seagate”), of its intention to initiate an administrative proceeding against Seagate pursuant to Section 766.3 of the Export Administration Regulations (the “Regulations”),¹ through the issuance of a Proposed Charging Letter to Seagate that alleges that Seagate committed 429 violations of the Regulations.² Specifically:

¹ On August 13, 2018, the President signed into law the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which includes the Export Control Reform Act of 2018, 50 U.S.C. §§ 4801-4852 (“ECRA”). While Section 1766 of ECRA repeals the provisions of the Export Administration Act of 1979 (“EAA”), 50 U.S.C. §§ 4601-4623 (except for three sections which are inapplicable here), Section 1768 of ECRA provides, in pertinent part, that all rules and regulations that were made or issued under the EAA, including as continued in effect pursuant to the International Emergency Economic Powers Act, 50 U.S.C. § 1701, *et seq.* (“IEEPA”), and were in effect as of ECRA’s date of enactment (August 13, 2018), shall continue in effect according to their terms until modified, superseded, set aside, or revoked through action undertaken pursuant to the authority provided under ECRA.

² The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2022). The charged violations occurred from 2020-2021. The Regulations governing the violations at issue are found in the 2020-2021 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774). The 2022 Regulations set forth the procedures that apply to this matter.

Charges 1 - 429 15 C.F.R. § 764.2(a) – Engaging in Prohibited Conduct

1. As described in greater detail below, between on or about August 17, 2020 and on or about September 29, 2021, Seagate US and Seagate Singapore engaged in conduct prohibited by the Regulations on 429 occasions when they ordered or caused the reexport, export from abroad, or transfer (in-country) of approximately 7,420,496 hard disk drives (“HDDs”), items subject to the EAR and valued at approximately \$1,104,732,205, to Huawei Technologies Co., Ltd. (“Huawei”) or other Huawei entities listed on the BIS Entity List and/or where listed Huawei entities were a party to a transaction involving such items without a license or other authorization from BIS.³

Huawei Added to the Entity List

2. On May 16, 2019, Huawei and certain of its non-U.S. affiliates were added to the Entity List. Licensing requirements were imposed on exports, reexports, and transfers (in-country) of all items subject to the EAR destined to or involving the listed Huawei entities.⁴
3. The Entity List designation was based on a determination made by multiple U.S. government agencies “that there is reasonable cause to believe that Huawei has been involved in activities contrary to the national security or foreign policy interests of the United States.”⁵ Specifically, the End-User Review Committee, composed of representatives of the U.S. Departments of Commerce (Chair), State, Defense, and Energy, determined that the listings were necessary to protect U.S. national security or foreign policy.
4. In announcing the designation, BIS cited allegations contained in a 2019 superseding criminal indictment in the U.S. District Court for the Eastern District of New York, charging Huawei with 13 counts of violating U.S. law (“Superseding Indictment”). The Superseding Indictment alleged that “Huawei and an Iranian based affiliate, working with others, knowingly and willfully conspired to impair, impede, obstruct, and defeat, through deceitful and dishonest means, the lawful government operations of OFAC [the Treasury Department’s Office of Foreign Assets Control].”⁶

³ See 85 Fed. Reg. 51596 (Aug. 20, 2020).

⁴ See 84 Fed. Reg. 22961 (May 21, 2019), 84 Fed. Reg. 43493 (Aug. 21, 2019), and 85 Fed. Reg. 51596 (Aug. 20, 2020).

⁵ See 84 Fed. Reg. 22961.

⁶ *Id.*

5. Over time, other Huawei entities were added to the Entity List as the Departments of Commerce, Defense, State, and Energy determined “those affiliates pose a significant risk of involvement in activities contrary to the national security or foreign policy interests of the United States.”⁷ Over 100 Huawei entities were placed on the Entity List by August 2019 and more than 150 by the end of the following year.

The Foreign-Produced Direct Product Rule

6. On August 17, 2020, due to continued national security and foreign policy concerns, BIS imposed controls over certain foreign-produced items “to better address the continuing threat to U.S. national security and U.S. foreign policy interests posed by Huawei and its non-U.S. affiliates.”⁸ Specifically, effective August, 17, 2020, BIS imposed a license requirement on foreign produced direct products (“FDP”) of certain U.S.-origin software and technology when (1) “there is “knowledge” that [a listed Huawei entity] is a party to any transaction involving the foreign-produced item” and (2) “the foreign-produced item is produced by any plant or major component of a plant that is located outside the United States... [and that] itself is a direct product of U.S.-origin “technology” or “software” subject to the EAR that is specified in” certain Export Control Classification Numbers (“ECCN”), including, but not limited to, ECCN 3E991.⁹
7. As a consequence of the controls described above, Huawei cannot receive items subject to the FDP rule or act as a party to the transaction, e.g., as the “purchaser,” “intermediate consignee,” “ultimate consignee,” or “end-user,” without a license from BIS.¹⁰
8. Two of the three companies capable of making HDDs promptly—and publicly—stated that they had ceased sales to Huawei. The two companies also indicated that they would not sell to Huawei unless or until they received authorization

⁷ See 84 Fed. Reg. 43493 (Aug. 21, 2019) and 85 Fed. Reg. 51596 (Aug. 20, 2020).

⁸ See 85 Fed. Reg. 51596 (Aug. 20, 2020) (imposing licensing requirements on the foreign-produced direct product of certain U.S.-origin technologies and software, effective August 17, 2020). The August 20, 2020 rule amended changes to the FDP rule made earlier that year “in response to public comments identifying ways Huawei and its non-U.S. affiliates on the Entity List may be procuring items not subject to the EAR that are the direct product of specified U.S. technology or software and, in so doing, creating an uneven playing field for persons whose comparable items are subject to the EAR.” *Id.* at 51602 (referencing a May 2020 rule, 85 Fed. Reg. 29,849 (May 19, 2020)). The FDP rule has since been moved from footnote 1 of Supp. No. 4 to Part 744 of the Regulations to Section 734.9(e)(1) of the Regulations. See 87 Fed. Reg. 6022 (Feb. 3, 2022) and 87 Fed. Reg. 62186 (Oct. 13, 2022).

⁹ See 85 Fed. Reg. 51596 (Aug. 20, 2020). See also 15 C.F.R. § 772.1 (defining the terms “knowledge,” “technology,” and “software”).

¹⁰ 85 Fed. Reg. 51596 (Aug. 20, 2020).

from BIS. Only Seagate continued HDD sales and transactions involving Huawei. The company incorrectly interpreted the FDP rule to require evaluation of only the last stage of its HDD manufacturing process rather than the entire process.

Seagate's HDD Plants

9. Seagate had HDD manufacturing sites in China, Northern Ireland, Malaysia, Singapore, Thailand, and the United States. Seagate used equipment, including testing equipment, subject to the EAR and the FDP rule. Seagate used a fully automated laser-based surface inspection system manufactured by Company One (“Company One’s equipment”) to detect and classify critical defects on HDDs’ substrates and media such as micro pits, bumps, and particles. Company One’s equipment also contained multiple applications for research and development, process development, production monitoring, and failure analysis. At all relevant times, Company One’s equipment was subject to the EAR, classified as ECCN 3B992, and was the direct product of U.S.-origin ECCN 3E991 technology. “[A]ny equipment [in one of the FDP rule’s specified ECCNs] that is involved in any of the production stages is considered *essential*.”¹¹ As such, Company One’s equipment was essential, i.e. a major component, of the Seagate HDD plants. As a result, pursuant to footnote 1 of Supp. No. 4 to Part 744 of the EAR, Seagate was prohibited from exporting the HDDs from abroad to a listed Huawei entity, and from involving a listed Huawei entity as a party to the transaction, without a BIS license.
10. Seagate also used other equipment subject to the EAR and the FDP rule to produce the HDDs it shipped to, or in transactions involving, Huawei and its listed affiliates. In particular, to produce the HDDs’ wafers and sliders, Seagate used Company Two’s Ion Beam Etch (“IBE”), Ion Beam Deposition (“IBD”), and Physical Vapor Deposition (“PVD”) equipment (collectively, “Company Two’s equipment”), which were subject to the EAR, classified under ECCN 3B992, and the direct product of U.S.-origin ECCN 3E991 technology.
11. Like Company One’s equipment, Company Two’s equipment was essential, i.e. a major component, of Seagate’s HDD plants. The IBE and IBD were used in critical head manufacturing steps in wafer and slider fabrication facilities in Northern Ireland, Thailand, and the United States. The IBE was used for etching complex geometries and non-volatile materials for sensor, writer, and air bearing surfaces while the IBD was used for depositing highly uniform step coverage with

¹¹ See 85 Fed. Reg. at 51601 (emphasis in original).

high quality film properties for the sensor. The PVD equipment was used to deposit thin films of metal and dielectric materials.

Seagate's Unlicensed Sales to and involving Huawei

12. On or about September 14, 2020, during a conference at which a Seagate HDD competitor said publicly that it had ceased sales to listed Huawei entities and saw no current path forward to continue the sales absent a BIS license, Seagate announced it was charting a different path.
13. Seagate US's Executive Vice President and CFO said "So of course we are still going through the final assessment, but from what I have seen until now, I don't see any particular restriction for us in term[s] of being able to continue to keep the Huawei or any other customers in China. So, we don't think we know we need to have a specific license...." Within days of that statement, which came less than a month after publication of the August 2020 FDP rule, Seagate was already Huawei's sole source provider of the HDDs since Seagate's competitors had stopped selling due to the rule.
14. On or about December 7, 2020, Huawei and Seagate entered a three-year *Strategic Cooperation Agreement*. The agreement signed on behalf of Seagate Singapore by Seagate US, named Seagate as "Huawei's strategic supplier," granting Seagate "priority basis over other Huawei suppliers." At the time, there were no other HDD suppliers to compete for Huawei's business because its competitors had stopped selling to Huawei after the August 2020 FDP rule.
15. As part of the *Strategic Cooperation Agreement*, Seagate agreed to provide Huawei with Seagate's "newest and most advanced technologies available in order to support and sufficiently maintain Huawei's products in terms of innovation and market leadership...." The companies agreed to the formation of dedicated collaboration teams "to carry out in-depth cooperation in the areas of R&D, technology, quality, delivery, commercial affairs, and total cost of operation." Seagate and Huawei agreed to designate senior executives "as the sponsor[s] for the strategic partnership" and appoint staff to coordinate activities and management of the relationship. Seagate agreed to "set up a dedicated stand-alone service team to support the business with Huawei."
16. Huawei, in turn, expressed its appreciation to still have an HDD supplier. Writing to Seagate days after the signing of the companies' *Strategic Cooperation Agreement*, a Huawei executive stated that, "In 2020, despite the global pandemic, Seagate and Huawei are about to reach our new milestone of 600+M USD thanks to our concerted efforts." Huawei congratulated Seagate on becoming the company's priority supplier: "Seagate well seized the opportunity

and successfully won the big share, laying a solid foundation for our cooperation in the coming year.” Huawei’s words were forwarded to Seagate senior leadership: “Huawei is grateful for our support—great milestone indeed with \$600M revenue in [calendar year (“CY”) 2020] just for HDD. CY19 was less than \$400M.”

17. Seagate’s sales to Huawei continued over time, even as multiple companies announced that they had stopped shipping to Huawei:
- STMicroelectronics – Earnings Call, Q3 2020 – “We have stopped to ship any pieces to Huawei starting September 15...”;
 - Western Digital – Deutsche Bank Conference – “We have paused shipping to Huawei, so we’re currently not shipping to Huawei for hard drives...”;
 - Micron Technology – Earnings Call, Q4 2020 – “We halted shipments to Huawei on September 14...”;
 - SK Hynix – Earnings Call, Q3 2020 – [RE: shipments to Huawei] “...we have requested a license from the U.S. government”;
 - Nikkei Asian Review article – September 2020 – “Japanese chip makers [Sony, Kioxia, Mitsubishi, Renesas, Toshiba] scramble to replace Huawei sales after US ban”;¹²
 - Taipei Times, September 2020, “Macronix seeks US break on Huawei”;¹³ and
 - Broadcom – Form 10-Q, September 2020 – “...require us to suspend sales to Huawei

unless we first obtain licenses from the U.S. Department of Commerce.”

FDP Rule Notification to Seagate

18. On or about January 27, 2021, Company Two sent Seagate a FDP rule notification saying “[Company Two] and its subsidiaries are subject to U.S. export controls and therefore any equipment, parts and components (and associated technology and software) sold by [Company Two] are subject to these new restrictions.” The notice, which was distributed to Seagate US, said that Company Two’s IBE and IBD were made from ECCN 3E991 technology. As a result, a BIS license requirement would be triggered if the equipment was “involved in any essential “production” or “development”... including product engineering, manufacture, integration, assembly (mounting), inspection, testing

¹² Yoichiro Hiroi, *Japanese chipmakers scramble to replace Huawei sales after US ban*, Nikkei Asia (Sept. 16, 2020), <https://asia.nikkei.com/Spotlight/Huawei-crackdown/Japanese-chipmakers-scramble-to-replace-Huawei-sales-after-US-ban>.

¹³ Lisa Wang, *Macronix seeks US break on Huawei*, Taipei Times (Sept. 11, 2020), <https://www.taipetimes.com/News/biz/archives/2020/09/11/2003743175>.

and quality assurance” and the foreign-produced item was destined to or involved a listed Huawei entity. After receiving this notification, Seagate continued its shipments to Huawei.

Seagate Extends Huawei Multiple Credit Lines

19. In January 2021, Seagate US was notified that Huawei had placed a purchase order for two million HDDs. A Seagate US senior manager wrote upon hearing news of the new purchase order, “this is great!!!” Seagate proceeded to cause the export from abroad or transfer (in-country) of millions of HDDs to Huawei and repeatedly extended credit lines for Huawei’s purchases.
20. For example, on or about January 14, 2021, a Seagate credit and collections monitor submitted a request seeking Seagate US authorization to extend Huawei a temporary credit line with Seagate for \$280 million. The new credit line was in addition to Huawei’s existing permanent credit line of \$120 million as well as a \$230 million temporary extension granted in 2019. Seagate US approved the January 2021 credit line extension for \$280 million by close of business on the day of the request.
21. On or about March 17, 2021, an additional temporary line of credit for Huawei of \$350 million was sought. The requestor also noted “that this temp line will be the largest exposure of Seagate following unlimited credit lines if approved.” The request was approved by Seagate US within minutes.
22. On or about July 14, 2021, yet another temporary line of credit for Huawei was sought. This request was for \$185 million over the existing \$210 million line of credit. The request noted “that this temp line will be the 3rd largest exposure of Seagate following unlimited credit lines if approved.” This request was approved by Seagate US.
23. On or about September 16, 2021, a Seagate credit and collections monitor again initiated a request for a temporary line of credit for \$230 million. This temporary line was in addition to Huawei’s \$120 million permanent credit line and would supersede the then-current temporary credit line of \$185 million. Once again, the request was approved by Seagate US.
24. As a result of the approvals detailed above, between in or around January 2021 and in or around September 2021, Seagate US authorized extending to Huawei multiple temporary credit lines totaling more than one billion dollars. In the meantime, the sales volume and quick timeframe meant that Seagate struggled to maintain production. On or about December 8, 2020, in a conversation among Seagate US senior leadership, a member of Seagate US senior leadership, in

response to an expression of disappointment with the shipping volume requested by a U.S. customer, explained that “On [U.S. customer], we took the numbers down actually, moved supply to support China.” Seagate was still unable to meet Huawei’s demands for more HDDs. In an email sent on or about January 18, 2021, among Seagate staff that was marked both “critical” and “urgent,” Seagate staff noted that “Huawei is getting anxious as we have been their only HDD supplier since 15Sep’20 and they are close to line down situation should we be unable to support [HDD] Evans pilot shipments.”

Continued Exports from Abroad to and involving Listed Huawei Entities

25. Huawei’s push to have Seagate produce an increasing number of HDDs continued as Seagate’s competitors declined to ship their items to Huawei absent a BIS license. By early February 2021, Huawei, attempting to preserve the appearance of being able to maintain its production line despite the BIS Entity List designation, suggested that it would look elsewhere for a supplier: “Huawei is still pushing us on the supply, but this time they add a time line [sic] that if we cannot make more support before end of Feb, will be risk to cancel POs in March.” (Emphasis in original.) Seagate began internal discussions about swapping earlier delivery dates of HDDs from other customers and sending the HDDs to Huawei instead.
26. Despite production and supply concerns, Huawei and Seagate Singapore signed a *Long Term Agreement* (“LTA”) on or about March 29, 2021. The agreement, in effect between January 1, 2021 – December 31, 2021, and subject to automatic extension unless terminated, was signed on Seagate Singapore’s behalf by Seagate US. The LTA “represents the intent of the parties to cooperate in new technology co-development, early access to new [HDD] Products and related business on a worldwide basis.” Under the terms of the LTA, Huawei agreed to purchase no less than 5.2 million units of “enterprise class” HDDs “such as mission critical and nearline HDDs” in 2021. Seagate was named a “key strategic supplier” of Huawei and agreed to “regard Huawei as a strategic customer” and “maintain a service team for Huawei.” Seagate also agreed to “engage in-depth technical collaboration” and customer support “subject to compliance to US trade entity list rules (if applicable), and any other applicable export related laws and rules, for new product qualification and joint development.”
27. Seagate’s sales to or involving listed Huawei entities continued until on or about September 29, 2021. By then, more than a year had elapsed since the publication of the August 2020 FDP rule as well as public statements from Seagate’s competitors that they had ceased HDD sales to or involving listed Huawei entities. Between on or about August 17, 2020 and on or about September 29, 2021, Seagate ordered or caused the reexport, export from abroad, or transfer (in-

country) of approximately 7.4 million HDDs, valued at approximately \$1.1 billion, to or involving listed Huawei entities.

28. Through its conduct described above, Seagate US and Seagate Singapore committed 429 violations of Section 764.2(a) of the Regulations, for which they are jointly and severally liable.

WHEREAS, BIS and Seagate have entered into a Settlement Agreement pursuant to Section 766.18(a) of the Regulations, whereby they agreed to settle this matter in accordance with the terms and conditions set forth therein;

WHEREAS, Seagate admits committing the alleged conduct described in the Proposed Charging Letter; and

WHEREAS, I have approved of the terms of such Settlement Agreement;

IT IS THEREFORE ORDERED:

FIRST, Seagate shall be assessed a civil penalty in the amount of \$300,000,000. Payments shall be made to the U.S. Department of Commerce in quarterly installments of \$15,000,000, over the next five years, with the first payment due not later than October 31, 2023, and each quarterly installment due three months thereafter until the final installment due on July 31, 2028, as set forth below. If any of the installment payments is not fully and timely made, any remaining scheduled installment payments may become due and owing immediately:

Payment Number	Amount	Date Due
1	\$15,000,000	October 31, 2023
2	\$15,000,000	January 31, 2024
3	\$15,000,000	April 30, 2024
4	\$15,000,000	July 31, 2024
5	\$15,000,000	October 31, 2024
6	\$15,000,000	January 31, 2025
7	\$15,000,000	April 30, 2025
8	\$15,000,000	July 31, 2025
9	\$15,000,000	October 31, 2025
10	\$15,000,000	January 1, 2026
11	\$15,000,000	April 30, 2026
12	\$15,000,000	July 31, 2026
13	\$15,000,000	October 31, 2026
14	\$15,000,000	January 31, 2027
15	\$15,000,000	April 30, 2027
16	\$15,000,000	July 31, 2027
17	\$15,000,000	October 31, 2027
18	\$15,000,000	January 31, 2028
19	\$15,000,000	April 30, 2028
20	\$15,000,000	July 31, 2028

SECOND, that, pursuant to the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701-3720E (2012)), the civil penalty owed under this Order accrues interest as more fully described in the attached Notice, and if payment is not made by the due date specified herein, Seagate will be assessed, in addition to the full amount of the civil penalty and interest, a penalty charge and an administrative charge, as more fully described in the attached Notice.

THIRD, in accordance with the schedule below, Seagate shall complete a total of three (3) audits of its export controls compliance program. The first audit shall be an external audit and the remaining two audits shall be internal audits. Seagate shall hire an unaffiliated third-party consultant with expertise in U.S. export control laws to conduct the external audit. All three audits will audit Seagate's compliance with the license requirements of § 734.9 of the Regulations. The results of the audits, including any relevant supporting materials, shall be submitted to the Department of Commerce, Bureau of Industry and Security, Office of Export Enforcement, 160 W. Santa Clara Street, Suite 725, San Jose, California 95113 ("BIS San Jose Field Office"). The first external audit report shall be due to the BIS San Jose Field Office no later than May 1, 2024, and shall cover calendar years 2021 through 2023, except those transactions contained in the Proposed Charging Letter. The second internal audit report shall be due no later than May 1, 2026, and shall cover calendar years 2024 through 2025. The third internal audit report shall be due no later than July 1, 2027, and shall cover calendar year 2026. Said audits shall be in substantial compliance with the Export Compliance Program (ECP) sample audit module. The ECP sample audit module is available on the

BIS web site at <https://www.bis.doc.gov/index.php/documents/pdfs/1641-ecp/file>. In addition, where said audits identify actual or potential violations of the Regulations, Seagate shall promptly provide copies of the export control documents and supporting documentation to the BIS San Jose Field Office.

FOURTH, compliance with the terms of the Settlement Agreement and the Order, including the full and timely payment of the civil penalty, and the timely completion of the audits and submission of the audit results as set forth above, are hereby made conditions to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Seagate.

FIFTH, for a period of five (5) years from the date of this Order, Seagate Technology LLC, with a last known address of 47488 Kato Road, Fremont, CA 94538, and Seagate Singapore International Headquarters PTE. LTD., with a last known address of 90 Woodlands Avenue 7, Singapore 737911, shall be made subject to a five-year denial of its export privileges under the Regulations (“denial”). As authorized by Section 766.18(c) of the Regulations, such denial shall be suspended for a period of five years, and shall thereafter be waived, provided that Seagate has made full and timely payment, and has timely completed and submitted the audits as set forth above. If Seagate does not make full and timely payment, or has not timely completed and submitted the audits as set forth above, the suspension may be modified or revoked by BIS pursuant to Section 766.17(c) of the Regulations and a denial order (including a five-year denial period) activated against Seagate. If the suspension is modified or revoked, the activation order may also revoke any BIS licenses in which Seagate has an interest at the time of the activation order.

SIXTH, should the suspension of the denial be modified or revoked pursuant to Section 766.17(c) of the Regulations, and a denial order (including a five-year denial period) be activated against Seagate, for the duration of such denial order, Seagate, and when acting for or on its behalf, its successors, assigns, representatives, agents, or employees (hereinafter collectively referred to as “Denied Person”), may not, directly or indirectly, participate in any way in any transaction involving any commodity, software or technology (hereinafter collectively referred to as “item”) exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:

- A. Applying for, obtaining, or using any license, license exception, or export control document;
- B. Carrying on negotiations concerning, or ordering, buying, receiving, using, selling, delivering, storing, disposing of, forwarding, transporting, financing, or otherwise servicing in any way, any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or engaging in any other activity subject to the Regulations; or
- C. Benefitting in any way from any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or from any other activity subject to the Regulations.

SEVENTH, should the suspension of the denial be modified or revoked, and a denial order be activated against Seagate, for the duration of the denial order, no person may, directly or indirectly, do any of the following:

- A. Export or reexport to or on behalf of the Denied Person any item subject to the Regulations;
- B. Take any action that facilitates the acquisition or attempted acquisition by the Denied Person of the ownership, possession, or control of any item subject to the Regulations that has been or will be exported from the United States, including financing or other support activities related to a transaction whereby the Denied Person acquires or attempts to acquire such ownership, possession or control;
- C. Take any action to acquire from or to facilitate the acquisition or attempted acquisition from the Denied Person of any item subject to the Regulations that has been exported from the United States;
- D. Obtain from the Denied Person in the United States any item subject to the Regulations with knowledge or reason to know that the item will be, or is intended to be, exported from the United States; or
- E. Engage in any transaction to service any item subject to the Regulations that has been or will be exported from the United States and which is owned, possessed or controlled by the Denied Person, or service any item, of whatever origin, that is owned, possessed or controlled by the Denied Person if such service involves the use of any item subject to the Regulations that has been or will be exported from the United States. For purposes of this paragraph, servicing means installation, maintenance, repair, modification or testing.

EIGHTH, after notice and opportunity for comment as provided in Section 766.23 of the Regulations, any person, firm, corporation, or business organization related to the

Denied Person by ownership, control, position of responsibility, affiliation, or other connection in the conduct of trade or business may also be made subject to the provisions of this Order.

NINTH, the Proposed Charging Letter, the Settlement Agreement, and this Order shall be made available to the public.

This Order, which constitutes the final agency action in this matter, is effective immediately.

**MATTHEW
AXELROD**  Digitally signed by
MATTHEW AXELROD
Date: 2023.04.19 08:11:32
-04'00'

Matthew S. Axelrod
Assistant Secretary of Commerce
for Export Enforcement

Issued this 19th day of April, 2023.

UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF INDUSTRY AND SECURITY
WASHINGTON, D.C. 20230

In the Matter of:

Seagate Technology LLC
47488 Kato Road
Fremont, CA 94538

Seagate Singapore International Headquarters PTE. LTD.
90 Woodlands Avenue 7
Singapore 737911

Respondents

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Seagate Technology LLC, of Fremont, California (“Seagate US”) and Seagate Singapore International Headquarters Pte. Ltd., of Singapore (“Seagate Singapore”) (collectively, “Seagate”), and the Bureau of Industry and Security, U.S. Department of Commerce (“BIS”) (collectively, the “Parties”), pursuant to Section 766.18(a) of the Export Administration Regulations (the “Regulations”).¹

WHEREAS, BIS has notified Seagate of its intentions to initiate an administrative proceeding against Seagate, pursuant to the Regulations;²

¹ On August 13, 2018, the President signed into law the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which includes the Export Control Reform Act of 2018, 50 U.S.C. §§ 4801-4852 (“ECRA”). While Section 1766 of ECRA repeals the provisions of the Export Administration Act of 1979 (“EAA”), 50 U.S.C. §§ 4601-4623 (except for three sections which are inapplicable here), Section 1768 of ECRA provides, in pertinent part, that all rules and regulations that were made or issued under the EAA, including as continued in effect pursuant to the International Emergency Economic Powers Act, 50 U.S.C. § 1701, *et seq.* (“IEEPA”), and were in effect as of ECRA’s date of enactment (August 13, 2018), shall continue in effect according to their terms until modified, superseded, set aside, or revoked through action undertaken pursuant to the authority provided under ECRA.

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WHEREAS, BIS has issued a Proposed Charging Letter to Seagate that alleges that Seagate committed 429 violations of the Regulations, specifically:

Charges 1 - 429 15 C.F.R. § 764.2(a) – Engaging in Prohibited Conduct

1. As described in greater detail below, between on or about August 17, 2020 and on or about September 29, 2021, Seagate US and Seagate Singapore engaged in conduct prohibited by the Regulations on 429 occasions when they ordered or caused the reexport, export from abroad, or transfer (in-country) of approximately 7,420,496 hard disk drives (“HDDs”), items subject to the EAR and valued at approximately \$1,104,732,205, to Huawei Technologies Co., Ltd. (“Huawei”) or other Huawei entities listed on the BIS Entity List and/or where listed Huawei entities were a party to a transaction involving such items without a license or other authorization from BIS.³

Huawei Added to the Entity List

2. On May 16, 2019, Huawei and certain of its non-U.S. affiliates were added to the Entity List. Licensing requirements were imposed on exports, reexports, and transfers (in-country) of all items subject to the EAR destined to or involving the listed Huawei entities.⁴
3. The Entity List designation was based on a determination made by multiple U.S. government agencies “that there is reasonable cause to believe that Huawei has been involved in activities contrary to the national security or foreign policy interests of the United States.”⁵ Specifically, the End-User Review Committee, composed of representatives of the U.S. Departments of Commerce (Chair), State, Defense, and Energy, determined that the listings were necessary to protect U.S. national security or foreign policy.
4. In announcing the designation, BIS cited allegations contained in a 2019 superseding criminal indictment in the U.S. District Court for the Eastern District of New York, charging Huawei with 13 counts of violating U.S. law (“Superseding Indictment”). The Superseding Indictment alleged that “Huawei and an Iranian based affiliate, working with others, knowingly and willfully conspired to impair, impede, obstruct, and defeat, through deceitful and dishonest

the violations at issue are found in the 2020-2021 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774). The 2022 Regulations set forth the procedures that apply to this matter.

³ See 85 Fed. Reg. 51596 (Aug. 20, 2020).

⁴ See 84 Fed. Reg. 22961 (May 21, 2019), 84 Fed. Reg. 43493 (Aug. 21, 2019), and 85 Fed. Reg. 51596 (Aug. 20, 2020).

⁵ See 84 Fed. Reg. 22961.

means, the lawful government operations of OFAC [the Treasury Department’s Office of Foreign Assets Control].”⁶

5. Over time, other Huawei entities were added to the Entity List as the Departments of Commerce, Defense, State, and Energy determined “those affiliates pose a significant risk of involvement in activities contrary to the national security or foreign policy interests of the United States.”⁷ Over 100 Huawei entities were placed on the Entity List by August 2019 and more than 150 by the end of the following year.

The Foreign-Produced Direct Product Rule

6. On August 17, 2020, due to continued national security and foreign policy concerns, BIS imposed controls over certain foreign-produced items “to better address the continuing threat to U.S. national security and U.S. foreign policy interests posed by Huawei and its non-U.S. affiliates.”⁸ Specifically, effective August, 17, 2020, BIS imposed a license requirement on foreign produced direct products (“FDP”) of certain U.S.-origin software and technology when (1) “there is “knowledge” that [a listed Huawei entity] is a party to any transaction involving the foreign-produced item” and (2) “the foreign-produced item is produced by any plant or major component of a plant that is located outside the United States... [and that] itself is a direct product of U.S.-origin “technology” or “software” subject to the EAR that is specified in” certain Export Control Classification Numbers (“ECCN”), including, but not limited to, ECCN 3E991.⁹
7. As a consequence of the controls described above, Huawei cannot receive items subject to the FDP rule or act as a party to the transaction, e.g., as the “purchaser,” “intermediate consignee,” “ultimate consignee,” or “end-user,” without a license from BIS.¹⁰

⁶ *Id.*

⁷ See 84 Fed. Reg. 43493 (Aug. 21, 2019) and 85 Fed. Reg. 51596 (Aug. 20, 2020).

⁸ See 85 Fed. Reg. 51596 (Aug. 20, 2020) (imposing licensing requirements on the foreign-produced direct product of certain U.S.-origin technologies and software, effective August 17, 2020). The August 20, 2020 rule amended changes to the FDP rule made earlier that year “in response to public comments identifying ways Huawei and its non-U.S. affiliates on the Entity List may be procuring items not subject to the EAR that are the direct product of specified U.S. technology or software and, in so doing, creating an uneven playing field for persons whose comparable items are subject to the EAR.” *Id.* at 51602 (referencing a May 2020 rule, 85 Fed. Reg. 29,849 (May 19, 2020)). The FDP rule has since been moved from footnote 1 of Supp. No. 4 to Part 744 of the Regulations to Section 734.9(e)(1) of the Regulations. See 87 Fed. Reg. 6022 (Feb. 3, 2022) and 87 Fed. Reg. 62186 (Oct. 13, 2022).

⁹ See 85 Fed. Reg. 51596 (Aug. 20, 2020). See also 15 C.F.R. § 772.1 (defining the terms “knowledge,” “technology,” and “software”).

¹⁰ 85 Fed. Reg. 51596 (Aug. 20, 2020).

8. Two of the three companies capable of making HDDs promptly—and publicly—stated that they had ceased sales to Huawei. The two companies also indicated that they would not sell to Huawei unless or until they received authorization from BIS. Only Seagate continued HDD sales and transactions involving Huawei. The company incorrectly interpreted the FDP rule to require evaluation of only the last stage of its HDD manufacturing process rather than the entire process.

Seagate’s HDD Plants

9. Seagate had HDD manufacturing sites in China, Northern Ireland, Malaysia, Singapore, Thailand, and the United States. Seagate used equipment, including testing equipment, subject to the EAR and the FDP rule. Seagate used a fully automated laser-based surface inspection system manufactured by Company One (“Company One’s equipment”) to detect and classify critical defects on HDDs’ substrates and media such as micro pits, bumps, and particles. Company One’s equipment also contained multiple applications for research and development, process development, production monitoring, and failure analysis. At all relevant times, Company One’s equipment was subject to the EAR, classified as ECCN 3B992, and was the direct product of U.S.-origin ECCN 3E991 technology. “[A]ny equipment [in one of the FDP rule’s specified ECCNs] that is involved in any of the production stages is considered *essential*.”¹¹ As such, Company One’s equipment was essential, i.e. a major component, of the Seagate HDD plants. As a result, pursuant to footnote 1 of Supp. No. 4 to Part 744 of the EAR, Seagate was prohibited from exporting the HDDs from abroad to a listed Huawei entity, and from involving a listed Huawei entity as a party to the transaction, without a BIS license.
10. Seagate also used other equipment subject to the EAR and the FDP rule to produce the HDDs it shipped to, or in transactions involving, Huawei and its listed affiliates. In particular, to produce the HDDs’ wafers and sliders, Seagate used Company Two’s Ion Beam Etch (“IBE”), Ion Beam Deposition (“IBD”), and Physical Vapor Deposition (“PVD”) equipment (collectively, “Company Two’s equipment”), which were subject to the EAR, classified under ECCN 3B992, and the direct product of U.S.-origin ECCN 3E991 technology.
11. Like Company One’s equipment, Company Two’s equipment was essential, i.e. a major component, of Seagate’s HDD plants. The IBE and IBD were used in critical head manufacturing steps in wafer and slider fabrication facilities in Northern Ireland, Thailand, and the United States. The IBE was used for etching

¹¹ See 85 Fed. Reg. at 51601 (emphasis in original).

complex geometries and non-volatile materials for sensor, writer, and air bearing surfaces while the IBD was used for depositing highly uniform step coverage with high quality film properties for the sensor. The PVD equipment was used to deposit thin films of metal and dielectric materials.

Seagate's Unlicensed Sales to and involving Huawei

12. On or about September 14, 2020, during a conference at which a Seagate HDD competitor said publicly that it had ceased sales to listed Huawei entities and saw no current path forward to continue the sales absent a BIS license, Seagate announced it was charting a different path.
13. Seagate US's Executive Vice President and CFO said "So of course we are still going through the final assessment, but from what I have seen until now, I don't see any particular restriction for us in term[s] of being able to continue to keep the Huawei or any other customers in China. So, we don't think we know we need to have a specific license...." Within days of that statement, which came less than a month after publication of the August 2020 FDP rule, Seagate was already Huawei's sole source provider of the HDDs since Seagate's competitors had stopped selling due to the rule.
14. On or about December 7, 2020, Huawei and Seagate entered a three-year *Strategic Cooperation Agreement*. The agreement signed on behalf of Seagate Singapore by Seagate US, named Seagate as "Huawei's strategic supplier," granting Seagate "priority basis over other Huawei suppliers." At the time, there were no other HDD suppliers to compete for Huawei's business because its competitors had stopped selling to Huawei after the August 2020 FDP rule.
15. As part of the *Strategic Cooperation Agreement*, Seagate agreed to provide Huawei with Seagate's "newest and most advanced technologies available in order to support and sufficiently maintain Huawei's products in terms of innovation and market leadership...." The companies agreed to the formation of dedicated collaboration teams "to carry out in-depth cooperation in the areas of R&D, technology, quality, delivery, commercial affairs, and total cost of operation." Seagate and Huawei agreed to designate senior executives "as the sponsor[s] for the strategic partnership" and appoint staff to coordinate activities and management of the relationship. Seagate agreed to "set up a dedicated stand-alone service team to support the business with Huawei."
16. Huawei, in turn, expressed its appreciation to still have an HDD supplier. Writing to Seagate days after the signing of the companies' *Strategic Cooperation Agreement*, a Huawei executive stated that, "In 2020, despite the global pandemic, Seagate and Huawei are about to reach our new milestone of 600+M

USD thanks to our concerted efforts.” Huawei congratulated Seagate on becoming the company’s priority supplier: “Seagate well seized the opportunity and successfully won the big share, laying a solid foundation for our cooperation in the coming year.” Huawei’s words were forwarded to Seagate senior leadership: “Huawei is grateful for our support—great milestone indeed with \$600M revenue in [calendar year (“CY”) 2020] just for HDD. CY19 was less than \$400M.”

17. Seagate’s sales to Huawei continued over time, even as multiple companies announced that they had stopped shipping to Huawei:
- STMicroelectronics – Earnings Call, Q3 2020 – “We have stopped to ship any pieces to Huawei starting September 15...”;
 - Western Digital – Deutsche Bank Conference – “We have paused shipping to Huawei, so we’re currently not shipping to Huawei for hard drives...”;
 - Micron Technology – Earnings Call, Q4 2020 – “We halted shipments to Huawei on September 14...”;
 - SK Hynix – Earnings Call, Q3 2020 – [RE: shipments to Huawei] “...we have requested a license from the U.S. government”;
 - Nikkei Asian Review article – September 2020 – “Japanese chip makers [Sony, Kioxia, Mitsubishi, Renesas, Toshiba] scramble to replace Huawei sales after US ban”;¹²
 - Taipei Times, September 2020, “Macronix seeks US break on Huawei”;¹³ and
 - Broadcom – Form 10-Q, September 2020 – “...require us to suspend sales to Huawei unless we first obtain licenses from the U.S. Department of Commerce.”

FDP Rule Notification to Seagate

18. On or about January 27, 2021, Company Two sent Seagate a FDP rule notification saying “[Company Two] and its subsidiaries are subject to U.S. export controls and therefore any equipment, parts and components (and associated technology and software) sold by [Company Two] are subject to these new restrictions.” The notice, which was distributed to Seagate US, said that Company Two’s IBE and IBD were made from ECCN 3E991 technology. As a result, a BIS license requirement would be triggered if the equipment was

¹² Yoichiro Hiroi, *Japanese chipmakers scramble to replace Huawei sales after US ban*, Nikkei Asia (Sept. 16, 2020), <https://asia.nikkei.com/Spotlight/Huawei-crackdown/Japanese-chipmakers-scramble-to-replace-Huawei-sales-after-US-ban>.

¹³ Lisa Wang, *Macronix seeks US break on Huawei*, Taipei Times (Sept. 11, 2020), <https://www.taipetimes.com/News/biz/archives/2020/09/11/2003743175>.

“involved in any essential “production” or “development”... including product engineering, manufacture, integration, assembly (mounting), inspection, testing and quality assurance” and the foreign-produced item was destined to or involved a listed Huawei entity. After receiving this notification, Seagate continued its shipments to Huawei.

Seagate Extends Huawei Multiple Credit Lines

19. In January 2021, Seagate US was notified that Huawei had placed a purchase order for two million HDDs. A Seagate US senior manager wrote upon hearing news of the new purchase order, “this is great!!!” Seagate proceeded to cause the export from abroad or transfer (in-country) of millions of HDDs to Huawei and repeatedly extended credit lines for Huawei’s purchases.
20. For example, on or about January 14, 2021, a Seagate credit and collections monitor submitted a request seeking Seagate US authorization to extend Huawei a temporary credit line with Seagate for \$280 million. The new credit line was in addition to Huawei’s existing permanent credit line of \$120 million as well as a \$230 million temporary extension granted in 2019. Seagate US approved the January 2021 credit line extension for \$280 million by close of business on the day of the request.
21. On or about March 17, 2021, an additional temporary line of credit for Huawei of \$350 million was sought. The requestor also noted “that this temp line will be the largest exposure of Seagate following unlimited credit lines if approved.” The request was approved by Seagate US within minutes.
22. On or about July 14, 2021, yet another temporary line of credit for Huawei was sought. This request was for \$185 million over the existing \$210 million line of credit. The request noted “that this temp line will be the 3rd largest exposure of Seagate following unlimited credit lines if approved.” This request was approved by Seagate US.
23. On or about September 16, 2021, a Seagate credit and collections monitor again initiated a request for a temporary line of credit for \$230 million. This temporary line was in addition to Huawei’s \$120 million permanent credit line and would supersede the then-current temporary credit line of \$185 million. Once again, the request was approved by Seagate US.
24. As a result of the approvals detailed above, between in or around January 2021 and in or around September 2021, Seagate US authorized extending to Huawei multiple temporary credit lines totaling more than one billion dollars. In the meantime, the sales volume and quick timeframe meant that Seagate struggled to

maintain production. On or about December 8, 2020, in a conversation among Seagate US senior leadership, a member of Seagate US senior leadership, in response to an expression of disappointment with the shipping volume requested by a U.S. customer, explained that “On [U.S. customer], we took the numbers down actually, moved supply to support China.” Seagate was still unable to meet Huawei’s demands for more HDDs. In an email sent on or about January 18, 2021, among Seagate staff that was marked both “critical” and “urgent,” Seagate staff noted that “Huawei is getting anxious as we have been their only HDD supplier since 15Sep’20 and they are close to line down situation should we be unable to support [HDD] Evans pilot shipments.”

Continued Exports from Abroad to and involving Listed Huawei Entities

25. Huawei’s push to have Seagate produce an increasing number of HDDs continued as Seagate’s competitors declined to ship their items to Huawei absent a BIS license. By early February 2021, Huawei, attempting to preserve the appearance of being able to maintain its production line despite the BIS Entity List designation, suggested that it would look elsewhere for a supplier: “Huawei is still pushing us on the supply, but this time they add a time line [sic] that if we cannot make more support before end of Feb, will be risk to cancel POs in March.” (Emphasis in original.) Seagate began internal discussions about swapping earlier delivery dates of HDDs from other customers and sending the HDDs to Huawei instead.
26. Despite production and supply concerns, Huawei and Seagate Singapore signed a *Long Term Agreement* (“LTA”) on or about March 29, 2021. The agreement, in effect between January 1, 2021 – December 31, 2021, and subject to automatic extension unless terminated, was signed on Seagate Singapore’s behalf by Seagate US. The LTA “represents the intent of the parties to cooperate in new technology co-development, early access to new [HDD] Products and related business on a worldwide basis.” Under the terms of the LTA, Huawei agreed to purchase no less than 5.2 million units of “enterprise class” HDDs “such as mission critical and nearline HDDs” in 2021. Seagate was named a “key strategic supplier” of Huawei and agreed to “regard Huawei as a strategic customer” and “maintain a service team for Huawei.” Seagate also agreed to “engage in-depth technical collaboration” and customer support “subject to compliance to US trade entity list rules (if applicable), and any other applicable export related laws and rules, for new product qualification and joint development.”
27. Seagate’s sales to or involving listed Huawei entities continued until on or about September 29, 2021. By then, more than a year had elapsed since the publication of the August 2020 FDP rule as well as public statements from Seagate’s competitors that they had ceased HDD sales to or involving listed Huawei

entities. Between on or about August 17, 2020 and on or about September 29, 2021, Seagate ordered or caused the reexport, export from abroad, or transfer (in-country) of approximately 7.4 million HDDs, valued at approximately \$1.1 billion, to or involving listed Huawei entities.

28. Through its conduct described above, Seagate US and Seagate Singapore committed 429 violations of Section 764.2(a) of the Regulations, for which they are jointly and severally liable.

WHEREAS, Seagate has reviewed, with the assistance of counsel, the terms of this Agreement, the Proposed Charging Letter and is aware of the allegations made against it and the administrative sanctions that could be imposed against it;

WHEREAS, Seagate fully understands the terms of this Agreement and the Order (“Order”) that the Assistant Secretary of Commerce for Export Enforcement will issue if he approves this Agreement as the final resolution of this matter;

WHEREAS, Seagate enters into this Agreement voluntarily and with full knowledge of its rights, after having consulted with counsel;

WHEREAS, Seagate states that no promises or representations have been made to it other than the agreements and considerations herein expressed;

WHEREAS, Seagate admits committing the alleged conduct described in the Proposed Charging Letter; and

WHEREAS, Seagate agrees to be bound by the Order, if issued;

NOW THEREFORE, the Parties hereby agree, for purposes of this Settlement Agreement, as follows:

1. BIS has jurisdiction over Seagate, under the Regulations, in connection with the matters alleged in the Proposed Charging Letter.
2. The following sanctions shall be imposed against Seagate:

a. Seagate shall be assessed a civil penalty in the amount of \$300,000,000. Payments shall be made to the U.S. Department of Commerce in quarterly installments of \$15,000,000, over the next five years, with the first payment due not later than October 31, 2023, and each quarterly installment due three months thereafter until the final installment due on July 31, 2028, as follows:

Payment Number	Amount	Date Due
1	\$15,000,000	October 31, 2023
2	\$15,000,000	January 31, 2024
3	\$15,000,000	April 30, 2024
4	\$15,000,000	July 31, 2024
5	\$15,000,000	October 31, 2024
6	\$15,000,000	January 31, 2025
7	\$15,000,000	April 30, 2025
8	\$15,000,000	July 31, 2025
9	\$15,000,000	October 31, 2025
10	\$15,000,000	January 1, 2026
11	\$15,000,000	April 30, 2026
12	\$15,000,000	July 31, 2026
13	\$15,000,000	October 31, 2026
14	\$15,000,000	January 31, 2027
15	\$15,000,000	April 30, 2027

16	\$15,000,000	July 31, 2027
17	\$15,000,000	October 31, 2027
18	\$15,000,000	January 31, 2028
19	\$15,000,000	April 30, 2028
20	\$15,000,000	July 31, 2028

Payment shall be made in the manner specified in the attached instructions. If any of the installment payments is not fully and timely made, any remaining scheduled installment payments may become due and owing immediately.

b. In accordance with the schedule below, Seagate shall complete a total of three (3) audits of its export controls compliance program. The first audit shall be an external audit and the remaining two audits shall be internal audits. Seagate shall hire an unaffiliated third-party consultant with expertise in U.S. export control laws to conduct the external audit of its compliance. All three audits will audit Seagate's compliance with the license requirements of § 734.9 of the Regulations. The results of the audits, including any relevant supporting materials, shall be submitted to the Department of Commerce, Bureau of Industry and Security, Office of Export Enforcement, 160 W. Santa Clara Street, Suite 725, San Jose, California 95113 ("BIS San Jose Field Office"). The first external audit report shall be due to the BIS San Jose Field Office no later than May 1, 2024, and shall cover calendar years 2021 through 2023 except those transactions contained in the Proposed Charging Letter. The second internal audit report shall

be due no later than May 1, 2026, and shall cover calendar years 2024 through 2025. The third internal audit report shall be due no later than July 1, 2027, and shall cover calendar year 2026. Said audits shall be in substantial compliance with the Export Compliance Program (ECP) sample audit module. The ECP sample audit module is available on the BIS web site at <https://www.bis.doc.gov/index.php/documents/pdfs/1641-ecp/file>. In addition, where said audits identify actual or potential violations of the Regulations, Seagate shall promptly provide copies of the export control documents and supporting documentation to the BIS San Jose Field Office.

c. For a period of five (5) years from the date of the Order, Seagate shall be made subject to a denial of its export privileges under the Regulations (“denial”). As authorized by Section 766.18(c) of the Regulations, such denial shall be suspended during this five-year period and shall thereafter be waived, provided that Seagate has made full and timely payment in accordance with Paragraph 2.a above and has timely completed and submitted the audits in Paragraph 2.b. If, during the five-year period of the Order, Seagate does not make full and timely payment or has not timely completed and submitted the audits, the suspension may be modified or revoked by BIS and a denial order (including a five-year denial period) activated against Seagate. If the suspension is modified or revoked, the activation order may also revoke any BIS licenses in which Seagate has an interest at the time of the activation order.

Should the suspension of the denial be modified or revoked pursuant to Section 766.17(c) of the Regulations, and a denial order (including a five-year

denial period) be activated against Seagate, for the duration of such denial order, Seagate, and when acting for or on its behalf, its successors, assigns, representatives, agents, or employees (hereinafter collectively referred to as “Denied Person”), may not, directly or indirectly, participate in any way in any transaction involving any commodity, software or technology (hereinafter collectively referred to as “item”) exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:

- i. Applying for, obtaining, or using any license, license exception, or export control document;
- ii. Carrying on negotiations concerning, or ordering, buying, receiving, using, selling, delivering, storing, disposing of, forwarding, transporting, financing, or otherwise servicing in any way, any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or engaging in any other activity subject to the Regulations; or
- iii. Benefitting in any way from any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or from any other activity subject to the Regulations.
- d. Compliance with the terms of this Agreement and the Order, including the full and timely payment of the civil penalty agreed to in Paragraph 2.a, above, and the timely completion of the audits and submission of the audit

results in Paragraph 2.b, are hereby made conditions to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Seagate.

3. Subject to the approval of this Agreement pursuant to Paragraph 8 hereof, Seagate hereby waives all rights to further procedural steps in this matter, including, without limitation, any right to: (a) an administrative hearing regarding the allegations in any charging letter; (b) request a refund of any civil penalty paid pursuant to this Agreement and the Order, if issued; and (c) seek judicial review or otherwise contest the validity of this Agreement or the Order, if issued. Seagate also waives and will not assert any Statute of Limitations defense, and the Statute of Limitations will be tolled, in connection with any violation of the Act or the Regulations arising out of the transactions identified in the Proposed Charging Letter or in connection with collection of the civil penalty or enforcement of this Agreement and the Order, if issued, from the date of the Order until the later of the date Seagate pays in full the civil penalty agreed to in Paragraph 2.a of this Agreement, has completed the audits and submitted the audit results in Paragraph 2.b, or the five-year suspension period under the Order has successfully run.

4. Seagate shall not dispute or deny, directly or indirectly, the allegations contained in the Proposed Charging Letter or Order, if issued, or take any position contrary thereto in any public statement. The foregoing does not affect Seagate's testimonial obligations in any administrative or judicial proceeding, nor does it affect its right to take legal or factual positions in litigation or other legal proceedings in which the U.S. Department of Commerce is not a party, provided that Seagate acts consistent with its admission to committing the alleged conduct described in the Proposed Charging

Letter.

5. BIS agrees that, while Seagate is in compliance with and upon successful compliance in full with the terms of this Agreement and the Order, if issued, BIS will not initiate any further administrative proceeding against Seagate in connection with any violation of the Regulations arising out of the transactions specifically detailed in the Proposed Charging Letter.

6. This Agreement is for settlement purposes only. Therefore, if this Agreement is not accepted and the Order is not issued by the Assistant Secretary of Commerce for Export Enforcement pursuant to Section 766.18(a) of the Regulations, no Party may use this Agreement in any administrative or judicial proceeding and the Parties shall not be bound by the terms contained in this Agreement in any subsequent administrative or judicial proceeding.

7. This Agreement constitutes and contains the entire agreement and understanding among the parties, and the terms of this Agreement, or the Order, if issued, may not be varied or otherwise altered or affected by any agreement, understanding, representation, or interpretation not contained in this Agreement; nor shall this Agreement serve to bind, constrain, or otherwise limit any action by any other agency or department of the U.S. Government with respect to the facts and circumstances addressed herein.

8. This Agreement shall become binding on the Parties only if the Assistant Secretary of Commerce for Export Enforcement approves it by issuing the Order, which will have the same force and effect as a decision and order issued after a full administrative hearing on the record.

9. BIS will make the Proposed Charging Letter, this Agreement, and the Order, if issued, available to the public.

10. Each signatory affirms that they have authority to enter into this Settlement Agreement and to bind their respective party to the terms and conditions set forth herein.

11. If any provision of this Settlement Agreement is found to be unlawful, only the specific provision in question shall be affected and the other provisions shall remain in full force and effect.

BUREAU OF INDUSTRY AND
SECURITY
U.S. DEPARTMENT OF COMMERCE

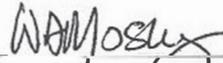
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John Sonderman
Director of Export Enforcement

Date: 4/18/2023

SEAGATE TECHNOLOGY LLC
SEAGATE SINGAPORE
INTERNATIONAL HEADQUARTERS
PTE. LTD.



Dr. Dave Mosley
Chief Executive Officer

Date: 4/18/2023

Reviewed and approved by:



Peter Lichtenbaum, Esq.
Covington & Burling LLP

Date: 4/18/2023



Roszel C. Thomsen II, Esq.
Thomsen and Burke, LLP

Date: 4/18/2023

PROPOSED CHARGING LETTER

VIA EXPRESS COURIER

Seagate Technology LLC
47488 Kato Road
Fremont, CA 94538

Seagate Singapore International Headquarters PTE. LTD.
90 Woodlands Avenue 7
Singapore 737911

Attention: Dr. Dave Mosley
Chief Executive Officer

Dear Dr. Mosley,

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has reason to believe that Seagate Technology LLC, of Fremont, California (“Seagate US”) and Seagate Singapore International Headquarters Pte. Ltd., of Singapore (“Seagate Singapore”), working with other Seagate entities (collectively, “Seagate”), committed 429 violations of the Export Administration Regulations (the “Regulations” or “EAR”).¹ Specifically, BIS charges the following violations:

STATEMENT OF CHARGES

Charges 1 - 429 15 C.F.R. § 764.2(a) – Engaging in Prohibited Conduct

1. As described in greater detail below and in the attached Schedule of Violations, between on or about August 17, 2020 and on or about September 29, 2021, Seagate US and Seagate Singapore engaged in conduct prohibited by the Regulations on 429 occasions when they ordered or caused the reexport, export from abroad, or transfer (in-country) of approximately 7,420,496 hard disk drives (“HDDs”), items subject to the EAR and valued at approximately \$1,104,732,205, to Huawei Technologies Co., Ltd. (“Huawei”) or other Huawei entities listed on the BIS Entity List and/or where listed Huawei entities were a party to a transaction involving such items without a license or other authorization from BIS.²

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2022). The charged violations occurred in 2020 - 2021. The Regulations governing the violation at issue are found in the 2020 - 2021 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2020 - 2021)). The 2022 Regulations set forth the procedures that apply to this matter.

² See 85 Fed. Reg. 51596 (Aug. 20, 2020).

Huawei Added to the Entity List

2. On May 16, 2019, Huawei and certain of its non-U.S. affiliates were added to the Entity List. Licensing requirements were imposed on exports, reexports, and transfers (in-country) of all items subject to the EAR destined to or involving the listed Huawei entities.³
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The Foreign-Produced Direct Product Rule

6. On August 17, 2020, due to continued national security and foreign policy concerns, BIS imposed controls over certain foreign-produced items “to better address the continuing threat to U.S. national security and U.S. foreign policy interests posed by Huawei and its

³ See 84 Fed. Reg. 22961 (May 21, 2019), 84 Fed. Reg. 43493 (Aug. 21, 2019), and 85 Fed. Reg. 51596 (Aug. 20, 2020).

⁴ See 84 Fed. Reg. 22961.

⁵ *Id.*

⁶ See 84 Fed. Reg. 43493 (Aug. 21, 2019) and 85 Fed. Reg. 51596 (Aug. 20, 2020).

non-U.S. affiliates.”⁷ Specifically, effective August, 17, 2020, BIS imposed a license requirement on foreign produced direct products (“FDP”) of certain U.S.-origin software and technology when (1) “there is “knowledge” that [a listed Huawei entity] is a party to any transaction involving the foreign-produced item” and (2) “the foreign-produced item is produced by any plant or major component of a plant that is located outside the United States... [and that] itself is a direct product of U.S.-origin “technology” or “software” subject to the EAR that is specified in” certain Export Control Classification Numbers (“ECCN”), including, but not limited to, ECCN 3E991.⁸

7. As a consequence of the controls described above, Huawei cannot receive items subject to the FDP rule or act as a party to the transaction, e.g., as the “purchaser,” “intermediate consignee,” “ultimate consignee,” or “end-user,” without a license from BIS.⁹
8. Two of the three companies capable of making HDDs promptly—and publicly—stated that they had ceased sales to Huawei. The two companies also indicated that they would not sell to Huawei unless or until they received authorization from BIS. Only Seagate continued HDD sales and transactions involving Huawei. The company incorrectly interpreted the FDP rule to require evaluation of only the last stage of its HDD manufacturing process rather than the entire process.

Seagate’s HDD Plants

9. Seagate had HDD manufacturing sites in China, Northern Ireland, Malaysia, Singapore, Thailand, and the United States. Seagate used equipment, including testing equipment, subject to the EAR and the FDP rule. Seagate used a fully automated laser-based surface inspection system manufactured by Company One (“Company One’s equipment”) to detect and classify critical defects on HDDs’ substrates and media such as micro pits, bumps, and particles. Company One’s equipment also contained multiple applications for research and development, process development, production monitoring, and failure

⁷ See 85 Fed. Reg. 51596 (Aug. 20, 2020) (imposing licensing requirements on the foreign-produced direct product of certain U.S.-origin technologies and software, effective August 17, 2020). The August 20, 2020 rule amended changes to the FDP rule made earlier that year “in response to public comments identifying ways Huawei and its non-U.S. affiliates on the Entity List may be procuring items not subject to the EAR that are the direct product of specified U.S. technology or software and, in so doing, creating an uneven playing field for persons whose comparable items are subject to the EAR.” *Id.* at 51602 (referencing a May 2020 rule, 85 Fed. Reg. 29,849 (May 19, 2020)). The FDP rule has since been moved from footnote 1 of Supp. No. 4 to Part 744 of the Regulations to Section 734.9(e)(1) of the Regulations. See 87 Fed. Reg. 6022 (Feb. 3, 2022) and 87 Fed. Reg. 62186 (Oct. 13, 2022).

⁸ See 85 Fed. Reg. 51596 (Aug. 20, 2020). See also 15 C.F.R. § 772.1 (defining the terms “knowledge,” “technology,” and “software”).

⁹ 85 Fed. Reg. 51596 (Aug. 20, 2020).

analysis. At all relevant times, Company One's equipment was subject to the EAR, classified as ECCN 3B992, and was the direct product of U.S.-origin ECCN 3E991 technology. "[A]ny equipment [in one of the FDP rule's specified ECCNs] that is involved in any of the production stages is considered *essential*."¹⁰ As such, Company One's equipment was essential, i.e. a major component, of the Seagate HDD plants. As a result, pursuant to footnote 1 of Supp. No. 4 to Part 744 of the EAR, Seagate was prohibited from exporting the HDDs from abroad to a listed Huawei entity, and from involving a listed Huawei entity as a party to the transaction, without a BIS license.

10. Seagate also used other equipment subject to the EAR and the FDP rule to produce the HDDs it shipped to, or in transactions involving, Huawei and its listed affiliates. In particular, to produce the HDDs' wafers and sliders, Seagate used Company Two's Ion Beam Etch ("IBE"), Ion Beam Deposition ("IBD"), and Physical Vapor Deposition ("PVD") equipment (collectively, "Company Two's equipment"), which were subject to the EAR, classified under ECCN 3B992, and the direct product of U.S.-origin ECCN 3E991 technology.
11. Like Company One's equipment, Company Two's equipment was essential, i.e. a major component, of Seagate's HDD plants. The IBE and IBD were used in critical head manufacturing steps in wafer and slider fabrication facilities in Northern Ireland, Thailand, and the United States. The IBE was used for etching complex geometries and non-volatile materials for sensor, writer, and air bearing surfaces while the IBD was used for depositing highly uniform step coverage with high quality film properties for the sensor. The PVD equipment was used to deposit thin films of metal and dielectric materials.

Seagate's Unlicensed Sales to and involving Huawei

12. On or about September 14, 2020, during a conference at which a Seagate HDD competitor said publicly that it had ceased sales to listed Huawei entities and saw no current path forward to continue the sales absent a BIS license, Seagate announced it was charting a different path.
13. Seagate US's Executive Vice President and CFO said "So of course we are still going through the final assessment, but from what I have seen until now, I don't see any particular restriction for us in term[s] of being able to continue to keep the Huawei or any other customers in China. So, we don't think we know we need to have a specific license...." Within days of that statement, which came less than a month after

¹⁰ See 85 Fed. Reg. at 51601 (emphasis in original).

publication of the August 2020 FDP rule, Seagate was already Huawei's sole source provider of the HDDs since Seagate's competitors had stopped selling due to the rule.

14. On or about December 7, 2020, Huawei and Seagate entered a three-year *Strategic Cooperation Agreement*. The agreement signed on behalf of Seagate Singapore by Seagate US, named Seagate as "Huawei's strategic supplier," granting Seagate "priority basis over other Huawei suppliers." At the time, there were no other HDD suppliers to compete for Huawei's business because its competitors had stopped selling to Huawei after the August 2020 FDP rule.
15. As part of the *Strategic Cooperation Agreement*, Seagate agreed to provide Huawei with Seagate's "newest and most advanced technologies available in order to support and sufficiently maintain Huawei's products in terms of innovation and market leadership..." The companies agreed to the formation of dedicated collaboration teams "to carry out in-depth cooperation in the areas of R&D, technology, quality, delivery, commercial affairs, and total cost of operation." Seagate and Huawei agreed to designate senior executives "as the sponsor[s] for the strategic partnership" and appoint staff to coordinate activities and management of the relationship. Seagate agreed to "set up a dedicated stand-alone service team to support the business with Huawei."
16. Huawei, in turn, expressed its appreciation to still have an HDD supplier. Writing to Seagate days after the signing of the companies' *Strategic Cooperation Agreement*, a Huawei executive stated that, "In 2020, despite the global pandemic, Seagate and Huawei are about to reach our new milestone of 600+M USD thanks to our concerted efforts." Huawei congratulated Seagate on becoming the company's priority supplier: "Seagate well seized the opportunity and successfully won the big share, laying a solid foundation for our cooperation in the coming year." Huawei's words were forwarded to Seagate senior leadership: "Huawei is grateful for our support—great milestone indeed with \$600M revenue in [calendar year ("CY") 2020] just for HDD. CY19 was less than \$400M."
17. Seagate's sales to Huawei continued over time, even as multiple companies announced that they had stopped shipping to Huawei:
 - STMicroelectronics – Earnings Call, Q3 2020 – "We have stopped to ship any pieces to Huawei starting September 15...";
 - Western Digital – Deutsche Bank Conference – "We have paused shipping to Huawei, so we're currently not shipping to Huawei for hard drives...";
 - Micron Technology – Earnings Call, Q4 2020 – "We halted shipments to Huawei on September 14...";
 - SK Hynix – Earnings Call, Q3 2020 – [RE: shipments to Huawei] "...we have

- requested a license from the U.S. government”;
- Nikkei Asian Review article – September 2020 – “Japanese chip makers [Sony, Kioxia, Mitsubishi, Renesas, Toshiba] scramble to replace Huawei sales after US ban”;¹¹
 - Taipei Times, September 2020, “Macronix seeks US break on Huawei”;¹² and
 - Broadcom – Form 10-Q, September 2020 – “...require us to suspend sales to Huawei unless we first obtain licenses from the U.S. Department of Commerce.”

FDP Rule Notification to Seagate

18. On or about January 27, 2021, Company Two sent Seagate a FDP rule notification saying “[Company Two] and its subsidiaries are subject to U.S. export controls and therefore any equipment, parts and components (and associated technology and software) sold by [Company Two] are subject to these new restrictions.” The notice, which was distributed to Seagate US, said that Company Two’s IBE and IBD were made from ECCN 3E991 technology. As a result, a BIS license requirement would be triggered if the equipment was “involved in any essential “production” or “development”... including product engineering, manufacture, integration, assembly (mounting), inspection, testing and quality assurance” and the foreign-produced item was destined to or involved a listed Huawei entity. After receiving this notification, Seagate continued its shipments to Huawei.

Seagate Extends Huawei Multiple Credit Lines

19. In January 2021, Seagate US was notified that Huawei had placed a purchase order for two million HDDs. A Seagate US senior manager wrote upon hearing news of the new purchase order, “this is great!!!” Seagate proceeded to cause the export from abroad or transfer (in-country) of millions of HDDs to Huawei and repeatedly extended credit lines for Huawei’s purchases.
20. For example, on or about January 14, 2021, a Seagate credit and collections monitor submitted a request seeking Seagate US authorization to extend Huawei a temporary credit line with Seagate for \$280 million. The new credit line was in addition to Huawei’s existing permanent credit line of \$120 million as well as a \$230 million

¹¹ Yoichiro Hiroi, *Japanese chipmakers scramble to replace Huawei sales after US ban*, NIKKEI Asia (Sept. 16, 2020), <https://asia.nikkei.com/Spotlight/Huawei-crackdown/Japanese-chipmakers-scramble-to-replace-Huawei-sales-after-US-ban>.

¹² Lisa Wang, *Macronix seeks US break on Huawei*, Taipei Times (Sept. 11, 2020), <https://www.taipeitimes.com/News/biz/archives/2020/09/11/2003743175>.

temporary extension granted in 2019. Seagate US approved the January 2021 credit line extension for \$280 million by close of business on the day of the request.

21. On or about March 17, 2021, an additional temporary line of credit for Huawei of \$350 million was sought. The requestor also noted “that this temp line will be the largest exposure of Seagate following unlimited credit lines if approved.” The request was approved by Seagate US within minutes.
22. On or about July 14, 2021, yet another temporary line of credit for Huawei was sought. This request was for \$185 million over the existing \$210 million line of credit. The request noted “that this temp line will be the 3rd largest exposure of Seagate following unlimited credit lines if approved.” This request was approved by Seagate US.
23. On or about September 16, 2021, a Seagate credit and collections monitor again initiated a request for a temporary line of credit for \$230 million. This temporary line was in addition to Huawei’s \$120 million permanent credit line and would supersede the then-current temporary credit line of \$185 million. Once again, the request was approved by Seagate US.
24. As a result of the approvals detailed above, between in or around January 2021 and in or around September 2021, Seagate US authorized extending to Huawei multiple temporary credit lines totaling more than one billion dollars. In the meantime, the sales volume and quick timeframe meant that Seagate struggled to maintain production. On or about December 8, 2020, in a conversation among Seagate US senior leadership, a member of Seagate US senior leadership, in response to an expression of disappointment with the shipping volume requested by a U.S. customer, explained that “On [U.S. customer], we took the numbers down actually, moved supply to support China.” Seagate was still unable to meet Huawei’s demands for more HDDs. In an email sent on or about January 18, 2021, among Seagate staff that was marked both “critical” and “urgent,” Seagate staff noted that “Huawei is getting anxious as we have been their only HDD supplier since 15Sep’20 and they are close to line down situation should we be unable to support [HDD] Evans pilot shipments.”

Continued Exports from Abroad to and involving Listed Huawei Entities

25. Huawei’s push to have Seagate produce an increasing number of HDDs continued as Seagate’s competitors declined to ship their items to Huawei absent a BIS license. By early February 2021, Huawei, attempting to preserve the appearance of being able to maintain its production line despite the BIS Entity List designation, suggested that it would look elsewhere for a supplier: “Huawei is still pushing us on the supply, but this

time they add a time line [sic] that if we cannot make more support before end of Feb, will be risk to cancel POs in March.” (Emphasis in original.) Seagate began internal discussions about swapping earlier delivery dates of HDDs from other customers and sending the HDDs to Huawei instead.

26. Despite production and supply concerns, Huawei and Seagate Singapore signed a *Long Term Agreement* (“LTA”) on or about March 29, 2021. The agreement, in effect between January 1, 2021 – December 31, 2021, and subject to automatic extension unless terminated, was signed on Seagate Singapore’s behalf by Seagate US. The LTA “represents the intent of the parties to cooperate in new technology co-development, early access to new [HDD] Products and related business on a worldwide basis.” Under the terms of the LTA, Huawei agreed to purchase no less than 5.2 million units of “enterprise class” HDDs “such as mission critical and nearline HDDs” in 2021. Seagate was named a “key strategic supplier” of Huawei and agreed to “regard Huawei as a strategic customer” and “maintain a service team for Huawei.” Seagate also agreed to “engage in-depth technical collaboration” and customer support “subject to compliance to US trade entity list rules (if applicable), and any other applicable export related laws and rules, for new product qualification and joint development.”
27. Seagate’s sales to or involving listed Huawei entities continued until on or about September 29, 2021. By then, more than a year had elapsed since the publication of the August 2020 FDP rule as well as public statements from Seagate’s competitors that they had ceased HDD sales to or involving listed Huawei entities. Between on or about August 17, 2020 and on or about September 29, 2021, Seagate ordered or caused the reexport, export from abroad, or transfer (in-country) of approximately 7.4 million HDDs, valued at approximately \$1.1 billion, to or involving listed Huawei entities.
28. Through its conduct described above, Seagate US and Seagate Singapore committed 429 violations of Section 764.2(a) of the Regulations, for which they are jointly and severally liable.

Accordingly, Seagate US and Seagate Singapore are hereby notified that an administrative proceeding is instituted against them pursuant to Part 766 of the Regulations for the purpose of obtaining an order imposing administrative sanctions, including, but not limited to any or all of the following:

- The maximum civil penalty allowed by law of up to the greater of \$353,534 per violation,¹³ or twice the value of the transaction that is the basis of the violation;¹⁴
- Denial of export privileges;
- Exclusion from practice before BIS; and/or
- Any other liability, sanction, or penalty available under law.

If Seagate US and Seagate Singapore fail to answer the charges contained in this letter within 30 days after being served with notice of issuance of this letter, that failure will be treated as a default. See 15 C.F.R. §§ 766.6 and 766.7. If Seagate US and Seagate Singapore default, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to Seagate US and Seagate Singapore. The Under Secretary of Commerce for Industry and Security may then impose up to the maximum penalty for the charges in this letter.

Seagate US and Seagate Singapore are further notified that they are entitled to an agency hearing on the record if they file a written demand for one with their answer. See 15 C.F.R. § 766.6. Seagate US and Seagate Singapore are also entitled to be represented by counsel or other authorized representative who has power of attorney to represent them. See 15 C.F.R. §§ 766.3(a) and 766.4.

The Regulations provide for settlement without a hearing. See 15 C.F.R. § 766.18. Should Seagate US and Seagate Singapore have a proposal to settle this case, Seagate US and Seagate Singapore should transmit it to the attorney representing BIS named below.

Seagate US and Seagate Singapore are further notified that under the Small Business Regulatory Enforcement Flexibility Act, Seagate US and Seagate Singapore may be eligible for assistance from the Office of the National Ombudsman of the Small Business Administration in this matter. To determine eligibility and get more information, please see: <http://www.sba.gov/ombudsman/>.

The U.S. Coast Guard is providing administrative law judge services in connection with the matters set forth in this letter. Accordingly, Seagate US and Seagate Singapore's answer must be filed in accordance with the instructions in Section 766.5(a) of the Regulations with:

U.S. Coast Guard ALJ Docketing Center
40 S. Gay Street
Baltimore, Maryland 21202-4022

¹³ See 15 C.F.R. § 6.3(c)(6). This amount is subject to annual increases pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Sec. 701 of Public Law 114-74, enacted on November 2, 2015. See 88 Fed. Reg. 3, 5 (Jan. 3, 2023) (adjusting for inflation the maximum civil monetary penalty under ECRA from \$328,121 to \$353,534, effective January 15, 2023).

¹⁴ See Export Control Reform Act of 2018, 50 U.S.C. § 4819(c)(1)(A) (2019).

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
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In addition, a copy of Seagate US and Seagate Singapore's answer must be served on BIS at the following address:

Chief Counsel for Industry and Security
Attention: Adrienne Frazier, Esq, and Adam Berry, Esq,
Room H-3839
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230

Adrienne Frazier and Adam Berry are the attorneys representing BIS in this case; any communications that Seagate US and Seagate Singapore may wish to have concerning this matter should occur through them. They may be contacted by telephone at (202) 482-5301.

Sincerely,

John Sonderman
Director
Office of Export Enforcement

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
Schedule of Violations

No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
1	9/15/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	120	\$ 22,920.00
2	9/16/2020	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	11	\$ 1,200.80
3	9/17/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	300	\$ 65,700.00
4	9/18/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	800	\$ 26,400.00
5	9/22/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	6,480	\$ 868,320.00
6	9/25/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	60	\$ 13,140.00
7	9/25/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	123,360	\$ 13,141,340.00
8	9/25/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	72,120	\$ 12,070,530.00
9	9/25/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,720	\$ 362,884.00
10	9/25/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	253,400	\$ 38,735,107.00
11	9/27/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	12,720	\$ 3,434,400.00
12	9/28/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	4,000	\$ 1,080,000.00
13	9/30/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	4,000	\$ 1,080,000.00
14	10/6/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,000	\$ 660,000.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
Schedule of Violations

No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
15	10/7/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	6,500	\$ 1,755,000.00
16	10/8/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	240	\$ 24,600.00
17	10/10/2020	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	5	\$ 1,065.00
18	10/13/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	35,080	\$ 9,471,600.00
19	10/14/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	480	\$ 52,260.00
20	10/15/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,300	\$ 169,740.00
21	10/15/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,020	\$ 381,900.00
22	10/16/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,720	\$ 126,936.00
23	10/16/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	480	\$ 45,600.00
24	10/20/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	180	\$ 24,120.00
25	10/20/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	500	\$ 47,500.00
26	10/20/2020	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	5	\$ 830.75
27	10/23/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	640	\$ 98,560.00
28	10/26/2020	HUAWEI INTERNATIONAL CO. LIMITED	HUAWEI INTERNATIONAL CO. LIMITED	20	\$ 1,790.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
Schedule of Violations

No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
29	10/27/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,320	\$ 578,880.00
30	10/27/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	7,280	\$ 683,464.00
31	10/27/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	300	\$ 9,900.00
32	10/28/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	400	\$ 77,400.00
33	10/29/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	200	\$ 20,800.00
34	10/30/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,720	\$ 1,176,088.00
35	11/2/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	500	\$ 110,000.00
36	11/2/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	20	\$ 4,380.00
37	11/4/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	720	\$ 78,420.00
38	11/5/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	600	\$ 64,740.00
39	11/9/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	550	\$ 18,150.00
40	11/10/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	80	\$ 7,560.00
41	11/11/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	240	\$ 26,000.00
42	11/13/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,160	\$ 379,408.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
Schedule of Violations

No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
43	11/17/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	40	\$ 3,780.00
44	11/18/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,400	\$ 511,200.00
45	11/18/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,580	\$ 190,404.00
46	11/19/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	21,680	\$ 3,657,376.00
47	11/19/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	240	\$ 24,960.00
48	11/20/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,320	\$ 268,424.00
49	11/23/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,440	\$ 622,508.00
50	11/23/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	980	\$ 214,620.00
51	11/24/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	8,200	\$ 1,620,200.00
52	11/25/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,360	\$ 297,840.00
53	11/25/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,000	\$ 470,000.00
54	11/25/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	12,560	\$ 934,300.00
55	11/26/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	22,140	\$ 3,403,220.00
56	11/26/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	500	\$ 47,500.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
Schedule of Violations

No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
57	11/27/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,600	\$ 376,000.00
58	11/27/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,760	\$ 914,992.00
59	11/27/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	8,360	\$ 621,940.00
60	11/30/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,800	\$ 175,000.00
61	12/1/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	200	\$ 54,000.00
62	12/1/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	13,260	\$ 3,116,100.00
63	12/1/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	40,640	\$ 3,405,740.00
64	12/2/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	840	\$ 62,960.00
65	12/2/2020	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	3	\$ 705.00
66	12/3/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,200	\$ 56,080.00
67	12/4/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	6,040	\$ 595,936.00
68	12/4/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	760	\$ 79,040.00
69	12/7/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	200	\$ 42,600.00
70	12/7/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,200	\$ 370,000.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
Schedule of Violations

No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
71	12/8/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	22,000	\$ 2,151,000.00
72	12/9/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	45,000	\$ 5,715,000.00
73	12/9/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	14,360	\$ 1,881,160.00
74	12/10/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	37,180	\$ 6,297,717.00
75	12/10/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	8,040	\$ 1,004,100.00
76	12/10/2020	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	3,500	\$ 770,000.00
77	12/10/2020	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	14	\$ 2,391.75
78	12/11/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	24,140	\$ 2,805,218.00
79	12/11/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,360	\$ 309,160.00
80	12/14/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,000	\$ 331,500.00
81	12/15/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	80	\$ 11,680.00
82	12/16/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,400	\$ 962,400.00
83	12/16/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	39,720	\$ 3,617,200.00
84	12/17/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	12,760	\$ 2,951,594.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
Schedule of Violations

No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
85	12/17/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	11,065	\$ 904,065.00
86	12/18/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	38,120	\$ 3,654,148.00
87	12/18/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	520	\$ 55,160.00
88	12/18/2020	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	1,500	\$ 330,000.00
89	12/21/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	13,740	\$ 1,541,600.00
90	12/23/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	66,000	\$ 7,536,000.00
91	12/23/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,200	\$ 254,300.00
92	12/24/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	880	\$ 187,440.00
93	12/24/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	106,660	\$ 12,992,310.00
94	12/24/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	35,225	\$ 2,770,825.00
95	12/25/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	119,640	\$ 20,031,055.00
96	12/25/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	15,200	\$ 1,466,800.00
97	12/25/2020	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	1	\$ 96.50
98	12/26/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,400	\$ 655,290.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
Schedule of Violations

No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
99	12/26/2020	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	1,500	\$ 330,000.00
100	12/26/2020	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	3,000	\$ 317,100.00
101	12/28/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	50,575	\$ 9,786,775.00
102	12/28/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,800	\$ 463,200.00
103	12/29/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	58,460	\$ 12,425,170.00
104	12/29/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	28,150	\$ 2,728,450.00
105	12/29/2020	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	5,720	\$ 422,136.00
106	12/30/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	8,925	\$ 1,134,325.00
107	12/30/2020	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	2,000	\$ 211,400.00
108	12/31/2020	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	50	\$ 1,650.00
109	1/8/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,700	\$ 161,500.00
110	1/8/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	1,000	\$ 124,000.00
111	1/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	200	\$ 50,000.00
112	1/14/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	380	\$ 83,220.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
Schedule of Violations

No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
113	1/14/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	70,640	\$ 11,751,006.00
114	1/14/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	13,600	\$ 1,187,000.00
115	1/15/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	40,880	\$ 7,451,940.00
116	1/15/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	680	\$ 70,720.00
117	1/19/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	7,840	\$ 697,760.00
118	1/20/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	7,200	\$ 522,000.00
119	1/21/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,600	\$ 152,000.00
120	1/22/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	12,520	\$ 1,712,910.00
121	1/22/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,360	\$ 327,240.00
122	1/22/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	19,000	\$ 2,771,800.00
123	1/23/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	10,000	\$ 865,000.00
124	1/23/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	55,875	\$ 8,083,875.00
125	1/26/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,200	\$ 88,560.00
126	1/27/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	18,080	\$ 1,310,800.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
Schedule of Violations

No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
127	1/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	10,340	\$ 941,100.00
128	1/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	6,080	\$ 570,130.00
129	1/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	37,620	\$ 5,729,094.00
130	1/29/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,880	\$ 217,516.00
131	1/29/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	29,460	\$ 3,167,048.00
132	2/1/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	400	\$ 41,600.00
133	2/2/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,000	\$ 324,750.00
134	2/3/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	22,320	\$ 1,657,800.00
135	2/4/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	13,700	\$ 3,219,500.00
136	2/4/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	940	\$ 95,060.00
137	2/5/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,280	\$ 409,800.00
138	2/8/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	49,380	\$ 5,676,850.00
139	2/8/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	12,780	\$ 1,419,524.00
140	2/8/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	1,160	\$ 214,020.00

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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
141	2/10/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	34,360	\$ 3,003,430.00
142	2/11/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	22,400	\$ 2,543,600.00
143	2/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	100	\$ 25,000.00
144	2/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	13,165	\$ 1,881,125.00
145	2/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	58,800	\$ 6,472,288.00
146	2/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	75,860	\$ 13,884,020.00
147	2/12/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	1,600	\$ 306,400.00
148	2/12/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	400	\$ 76,600.00
149	2/17/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	36,520	\$ 3,520,480.00
150	2/18/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	7,705	\$ 1,052,135.00
151	2/18/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,920	\$ 356,700.00
152	2/18/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	39,025	\$ 5,033,425.00
153	2/18/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	9,600	\$ 735,600.00
154	2/19/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	2,020	\$ 444,400.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
Schedule of Violations

No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
155	2/19/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	6,240	\$ 1,466,400.00
156	2/19/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	69,620	\$ 6,874,568.00
157	2/20/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	11,700	\$ 1,360,814.00
158	2/22/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,320	\$ 295,480.00
159	2/23/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,620	\$ 453,653.00
160	2/23/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	20,420	\$ 4,596,700.00
161	2/24/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	17,640	\$ 1,805,520.00
162	2/24/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	2	\$ 248.00
163	2/25/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	17,100	\$ 1,692,682.00
164	2/26/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	20,300	\$ 4,350,664.00
165	2/26/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	35,560	\$ 4,014,550.00
166	2/26/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	7,920	\$ 1,461,240.00
167	3/3/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,000	\$ 165,000.00
168	3/3/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	11,360	\$ 882,540.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
Schedule of Violations

No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
169	3/4/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,860	\$ 849,200.00
170	3/4/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,000	\$ 940,000.00
171	3/4/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	12,560	\$ 1,206,920.00
172	3/4/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	35,560	\$ 6,805,559.00
173	3/4/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	2,000	\$ 440,000.00
174	3/4/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	4,980	\$ 918,810.00
175	3/5/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	10,160	\$ 1,308,990.00
176	3/5/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	84,040	\$ 9,760,910.00
177	3/8/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	20	\$ 4,400.00
178	3/9/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,440	\$ 227,160.00
179	3/9/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	2	\$ 248.00
180	3/10/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	78,160	\$ 8,074,490.00
181	3/10/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	34,460	\$ 7,055,320.00
182	3/10/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	1,940	\$ 346,580.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
183	3/11/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	19,760	\$ 1,958,810.00
184	3/11/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	820	\$ 180,400.00
185	3/11/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	4	\$ 940.00
186	3/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,940	\$ 357,930.00
187	3/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,800	\$ 709,300.00
188	3/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	320	\$ 65,600.00
189	3/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	76,660	\$ 8,771,124.00
190	3/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	37,040	\$ 6,641,953.00
191	3/13/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	15,820	\$ 1,538,830.00
192	3/15/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,000	\$ 33,000.00
193	3/17/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	50,800	\$ 4,676,100.00
194	3/18/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	6,580	\$ 1,498,000.00
195	3/18/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,600	\$ 541,600.00
196	3/18/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	34,320	\$ 6,675,131.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
197	3/18/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	4,780	\$ 976,640.00
198	3/19/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	800	\$ 176,000.00
199	3/19/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	77,260	\$ 8,075,704.00
200	3/19/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	6,400	\$ 673,600.00
201	3/20/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,520	\$ 184,700.00
202	3/22/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,440	\$ 319,960.00
203	3/23/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	90,000	\$ 19,970,400.00
204	3/23/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,020	\$ 188,870.00
205	3/23/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	110,400	\$ 25,668,600.00
206	3/23/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	1	\$ 139.00
207	3/24/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	10,400	\$ 2,444,000.00
208	3/24/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	39,500	\$ 4,076,500.00
209	3/24/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	36,400	\$ 8,471,380.00
210	3/24/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	800	\$ 138,520.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
211	3/25/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	92,000	\$ 19,744,200.00
212	3/25/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	17,120	\$ 4,365,600.00
213	3/25/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	800	\$ 114,400.00
214	3/25/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,880	\$ 734,400.00
215	3/26/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	40	\$ 8,200.00
216	3/26/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	72,820	\$ 7,392,818.00
217	3/26/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	16,040	\$ 3,281,663.00
218	3/26/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	1,600	\$ 277,040.00
219	3/29/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	92,000	\$ 21,620,000.00
220	3/30/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	800	\$ 74,800.00
221	3/30/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	90,400	\$ 19,821,787.00
222	3/31/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	31,200	\$ 2,487,600.00
223	3/31/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	13,960	\$ 3,232,600.00
224	3/31/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,000	\$ 1,020,000.00

Seagate Technology LLC
 Seagate Singapore International Headquarters PTE. LTD.
 Schedule of Violations

No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
225	4/1/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	40,460	\$ 8,617,980.00
226	4/1/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,720	\$ 693,600.00
227	4/1/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	980	\$ 91,630.00
228	4/2/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	20	\$ 1,870.00
229	4/7/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,400	\$ 642,600.00
230	4/8/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,000	\$ 383,000.00
231	4/8/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	30,500	\$ 2,852,950.00
232	4/9/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	600	\$ 53,400.00
233	4/10/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	28,000	\$ 3,472,000.00
234	4/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	32,580	\$ 3,609,970.00
235	4/13/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,625	\$ 86,625.00
236	4/13/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	18,835	\$ 2,317,916.00
237	4/14/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	47,600	\$ 3,854,080.00
238	4/15/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	11,380	\$ 1,343,940.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
239	4/15/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	51,780	\$ 4,875,400.00
240	4/16/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,000	\$ 190,000.00
241	4/16/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,080	\$ 452,120.00
242	4/16/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	47,180	\$ 9,739,022.00
243	4/17/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	53,960	\$ 6,343,240.00
244	4/20/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	14,375	\$ 474,375.00
245	4/20/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	23,000	\$ 759,000.00
246	4/20/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	7,300	\$ 240,900.00
247	4/21/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	19,480	\$ 2,083,060.00
248	4/22/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	25,160	\$ 2,279,440.00
249	4/23/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	39,180	\$ 8,275,560.00
250	4/23/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	32,360	\$ 3,852,640.00
251	4/24/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	43,200	\$ 5,283,600.00
252	4/26/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	29,920	\$ 3,086,354.00

Seagate Technology LLC
Seagate Singapore International Headquarters PTE. LTD.
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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
253	4/27/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,680	\$ 149,520.00
254	4/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	18,880	\$ 2,180,000.00
255	4/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	7,280	\$ 973,400.00
256	4/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	14	\$ 1,995.15
257	4/29/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,360	\$ 1,130,920.00
258	4/29/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	53,700	\$ 12,135,968.00
259	4/29/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	21,160	\$ 2,005,840.00
260	4/30/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY B	2,320	\$ 626,400.00
261	4/30/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	27,480	\$ 998,600.00
262	4/30/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	147,960	\$ 14,219,880.00
263	5/3/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	77,705	\$ 7,762,153.00
264	5/4/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	103,980	\$ 11,442,620.00
265	5/5/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY B	1,980	\$ 534,600.00
266	5/5/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,300	\$ 108,900.00

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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
267	5/5/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	20,420	\$ 2,009,460.00
268	5/6/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	13,680	\$ 2,332,434.00
269	5/6/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,760	\$ 347,580.00
270	5/7/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY B	480	\$ 129,600.00
271	5/7/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	11,020	\$ 2,387,260.00
272	5/7/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	79,540	\$ 8,918,040.00
273	5/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	12,000	\$ 2,820,000.00
274	5/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	8,935	\$ 842,955.00
275	5/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	16,125	\$ 3,764,125.00
276	5/12/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	80	\$ 7,120.00
277	5/13/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY B	400	\$ 108,000.00
278	5/13/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	10,000	\$ 2,350,000.00
279	5/13/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	16,760	\$ 3,938,600.00
280	5/14/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	6,440	\$ 1,143,461.00

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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
281	5/14/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	9,620	\$ 981,420.00
282	5/15/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	13,000	\$ 1,612,000.00
283	5/17/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,680	\$ 445,282.00
284	5/17/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	16,800	\$ 2,791,320.00
285	5/17/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	80	\$ 11,440.00
286	5/18/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	80	\$ 7,120.00
287	5/18/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2	\$ 178.00
288	5/19/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,850	\$ 160,050.00
289	5/19/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,000	\$ 132,000.00
290	5/19/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	13,040	\$ 1,621,980.00
291	5/19/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	20,325	\$ 1,599,925.00
292	5/20/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	6,600	\$ 1,551,000.00
293	5/20/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	56,040	\$ 10,990,746.00
294	5/21/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY B	1,740	\$ 469,800.00

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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
295	5/21/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	6,500	\$ 931,765.00
296	5/21/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,000	\$ 406,160.00
297	5/21/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	17,560	\$ 1,937,440.00
298	5/24/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2	\$ 262.00
299	5/26/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	11,700	\$ 386,100.00
300	5/26/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	100	\$ 9,350.00
301	5/26/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	15,320	\$ 3,077,400.00
302	5/26/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	82,380	\$ 17,939,200.00
303	5/27/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,400	\$ 174,000.00
304	5/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY B	4,280	\$ 1,155,600.00
305	5/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,000	\$ 33,000.00
306	5/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	9,520	\$ 2,121,360.00
307	5/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	11,000	\$ 1,110,416.00
308	5/29/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,640	\$ 118,900.00

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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
309	5/31/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY B	800	\$ 216,000.00
310	5/31/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,600	\$ 333,500.00
311	6/1/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,880	\$ 393,400.00
312	6/2/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	800	\$ 138,520.00
313	6/3/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	11,500	\$ 2,461,525.00
314	6/3/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	16,820	\$ 2,980,301.00
315	6/3/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	21,880	\$ 2,330,220.00
316	6/4/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,800	\$ 652,000.00
317	6/4/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,820	\$ 569,614.00
318	6/10/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	13,920	\$ 1,233,000.00
319	6/10/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	12	\$ 1,563.25
320	6/11/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	260	\$ 65,000.00
321	6/11/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	100	\$ 25,000.00
322	6/11/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	11,480	\$ 1,935,512.00

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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
323	6/11/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,020	\$ 359,480.00
324	6/14/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,620	\$ 453,653.00
325	6/14/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	16,000	\$ 2,770,400.00
326	6/15/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	800	\$ 69,200.00
327	6/16/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,100	\$ 204,240.00
328	6/16/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,720	\$ 523,760.00
329	6/17/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,780	\$ 481,357.00
330	6/17/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	17,600	\$ 3,309,800.00
331	6/17/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	11	\$ 1,891.20
332	6/17/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	6,000	\$ 1,587,000.00
333	6/18/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,980	\$ 935,300.00
334	6/18/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,240	\$ 466,820.00
335	6/18/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3	\$ 393.00
336	6/22/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	800	\$ 138,520.00

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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
337	6/24/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	8,460	\$ 1,464,849.00
338	6/25/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	100	\$ 9,350.00
339	6/25/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,220	\$ 151,280.00
340	6/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	520	\$ 130,000.00
341	6/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	12,125	\$ 400,125.00
342	6/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,060	\$ 255,074.00
343	6/29/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	120	\$ 30,000.00
344	6/30/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	60	\$ 15,000.00
345	7/1/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	800	\$ 200,000.00
346	7/3/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	67,960	\$ 15,970,600.00
347	7/3/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	211,840	\$ 47,125,870.00
348	7/5/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5	\$ 753.45
349	7/6/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	30,520	\$ 2,725,460.00
350	7/14/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	14,880	\$ 1,484,040.00

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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
351	7/15/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	840	\$ 184,800.00
352	7/15/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	20	\$ 4,100.00
353	7/15/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	800	\$ 59,040.00
354	7/16/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	600	\$ 44,280.00
355	7/20/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,960	\$ 571,040.00
356	7/21/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,200	\$ 63,000.00
357	7/21/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,720	\$ 451,360.00
358	7/21/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1	\$ 131.00
359	7/22/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,660	\$ 390,100.00
360	7/22/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	600	\$ 44,280.00
361	7/22/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	17,740	\$ 4,123,600.00
362	7/23/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	800	\$ 59,040.00
363	7/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,000	\$ 940,000.00
364	7/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	13,060	\$ 1,619,440.00

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No.	Date	Bill To COMPANY	Ship To Customer	Number of Units	Value
365	7/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	33,400	\$ 7,779,783.00
366	7/29/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	9,600	\$ 696,000.00
367	7/30/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	68,040	\$ 6,501,548.00
368	7/30/2021	HUAWEI TECHNOLOGIES CO. LTD	HUAWEI TECHNOLOGIES CO. LTD	4,000	\$ 1,058,000.00
369	8/3/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	15,360	\$ 1,878,960.00
370	8/4/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,460	\$ 421,500.00
371	8/5/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,800	\$ 919,600.00
372	8/5/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,020	\$ 922,700.00
373	8/6/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	91,620	\$ 8,768,502.00
374	8/11/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	740	\$ 70,300.00
375	8/13/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	8,000	\$ 1,880,000.00
376	8/13/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,980	\$ 154,490.00
377	8/13/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	33,220	\$ 7,806,700.00
378	8/16/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	20,600	\$ 2,356,790.00

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379	8/17/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	10,900	\$ 2,447,090.00
380	8/17/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	6,700	\$ 726,832.00
381	8/17/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	15,500	\$ 1,490,750.00
382	8/18/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,000	\$ 145,000.00
383	8/20/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,000	\$ 780,750.00
384	8/24/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	6,720	\$ 1,410,968.00
385	8/24/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	16,340	\$ 3,808,229.00
386	8/24/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,940	\$ 264,900.00
387	8/25/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,620	\$ 1,320,700.00
388	8/26/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	19,240	\$ 2,047,160.00
389	8/27/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	78,900	\$ 8,302,620.00
390	8/27/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	49,080	\$ 11,386,342.00
391	8/31/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,920	\$ 612,140.00
392	9/1/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	260	\$ 13,650.00

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393	9/1/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,600	\$ 376,000.00
394	9/1/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,360	\$ 671,360.00
395	9/1/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	73,220	\$ 17,206,700.00
396	9/2/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	31,700	\$ 3,149,430.00
397	9/3/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,920	\$ 329,088.00
398	9/3/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	83,920	\$ 8,561,530.00
399	9/6/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	800	\$ 138,520.00
400	9/6/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	580	\$ 81,980.00
401	9/7/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	9,600	\$ 1,164,250.00
402	9/8/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,280	\$ 92,800.00
403	9/9/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	14,160	\$ 1,389,840.00
404	9/10/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,200	\$ 1,024,540.00
405	9/10/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	52,700	\$ 5,629,510.00
406	9/14/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	200	\$ 28,600.00

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407	9/15/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	2,740	\$ 464,544.00
408	9/15/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3,320	\$ 321,680.00
409	9/21/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	54,940	\$ 12,863,820.00
410	9/21/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	8,160	\$ 1,149,400.00
411	9/21/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	36,800	\$ 8,648,000.00
412	9/22/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,000	\$ 1,322,500.00
413	9/22/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	12,520	\$ 2,869,400.00
414	9/22/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	127,540	\$ 29,971,900.00
415	9/23/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	5,340	\$ 1,254,900.00
416	9/23/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	35,660	\$ 8,231,476.00
417	9/23/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	14,560	\$ 1,167,600.00
418	9/24/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	13,400	\$ 3,149,000.00
419	9/24/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	38,800	\$ 4,262,980.00
420	9/24/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	3	\$ 280.50

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421	9/27/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	62,765	\$ 6,183,235.00
422	9/27/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	1,120	\$ 96,880.00
423	9/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	240	\$ 60,000.00
424	9/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	33,400	\$ 2,815,300.00
425	9/28/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	9,300	\$ 2,055,615.00
426	9/29/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	COMPANY A	280	\$ 70,000.00
427	9/29/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	4,600	\$ 522,200.00
428	9/29/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	620	\$ 145,700.00
429	9/29/2021	HUAWEI TECH. INVESTMENT CO., LIMITED	HUAWEI TECH. INVESTMENT CO., LIMITED	99,860	\$ 9,911,858.00
Totals				7,420,496	\$ 1,104,732,205.35