510 Lake Cook Rd Suite 100
Deerfield, IL 60015
USA

August 2, 2021

Via Electronic Mail

Continental Automotive GmbH
Vahrenwalder Str. 9, Hannover
Niedersachsen 30165 Germany

Re: Letter Agreement Regarding Letter of Authorization

Dear Sir or Madam,

Caterpillar Inc. ("**Caterpillar**") desires to grant Continental Automotive GmbH ("**you**" or "**Representative**") as its limited representative, and Representative desires to accept such representation, pursuant one or more Letters of Authorization in the form attached hereto as **Exhibit A** (the "**Letter of Authorization"**). By signing where indicated below, in addition to any other obligations that may arise by law or any either agreement between Representative and Caterpillar or any of our direct or indirect vendors with respect to your representation, Representative assumes the duties set forth in this letter (this "**Letter Agreement**"). Representative's duties will continue until you resign, or all Letters of Authorization expire, are terminated, or otherwise revoked. Caterpillar may revoke any Letter of Authorization in its sole discretion without notice, for any reason at any time.

Your Duties:

Without limiting any of Representative's other obligations, whether arising by law, equity, regulation, order, contract or otherwise, you must:

1. Do what Caterpillar reasonably expects you to do with the Caterpillar's property, documentation, and information.
2. Act in good faith for the best interest of the Caterpillar, using due care, competence, and diligence.
3. Act in strict compliance with all applicable Laws (as defined below).
4. Keep a complete and detailed record of all significant actions conducted for the Caterpillar and provide all such records to Caterpillar promptly upon Caterpillar's request.
5. Use Representative's best efforts, special skills and expertise when acting for the Caterpillar.
6. Disclose your identity as a representative whenever you act for Caterpillar by writing or printing the name of the Caterpillar and signing your own name "as Representative" in the following manner or other substantially similar manner:

"Caterpillar Inc., by Continental Automotive GmbH as Representative"

Prohibited Actions:

Representative must not do any of the following:

1. Act in any manner that could reasonably be expected to harm the reputation or business prospects of Caterpillar or its affiliates or to expose Caterpillar or its affiliates to any civil or criminal liability of any nature.

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2. Act so as to create a conflict of interest that is inconsistent with the other principles in this Letter Agreement;
3. Do any act beyond the authority granted in the applicable Letter of Authorization;
4. Commingle the Caterpillar's funds, property or information with Representative's funds, property or information;
5. Borrow funds or other property from or on behalf of the Caterpillar;
6. Continue acting on behalf of the Caterpillar if Representative learns of any event that terminates the applicable Letter of Authorization or your authority under arising thereunder.

Anti-Corruption Compliance:

Representative represents and warrants, on behalf of itself and each of its directors, officers, employees, or representatives, that:

1. It has read, understands, and has been in compliance, and agrees that it shall comply, with all applicable laws, rules, regulations, directives, ordinances, orders, or statutes (collectively, the "**Laws**"), including, but not limited to, the U.S. Foreign Corrupt Practices Act and any applicable anti-bribery Laws of other countries, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and the sanctions regulations administered by the U.S. Treasury Department Office of Foreign Assets Control;
2. It has not acted, will not act, and has not and will not cause, directly or indirectly, any other party to act, in any manner that would cause Caterpillar, its affiliates, or their respective directors, officers, employees, representatives, agents, successors, and assigns (the "**Caterpillar Parties**"), to violate the Laws; and
3. It has not engaged and will not engage in Bribery in connection in with its performance under any Letter of Authorization or any other agreement with any Caterpillar Party or any other person or entity acting on behalf of any Caterpillar Party. "**Bribery**" means the offering, promising, giving, or authorizing of any payment or transfer of anything of value, directly or indirectly through third parties, to any person for the purpose of influencing any act or decision of such person or securing an improper advantage to assist any Caterpillar Party in obtaining, retaining or conducting business.

To the extent Caterpillar authorizes in writing Representative to use subcontractors, Representative agrees it (1) will instruct such subcontractors neither to engage in nor to tolerate any act of Bribery, (2) will not use such subcontractors as a conduit for Bribery, and (3) will ensure that such subcontractor complies with this Clause in the same manner as Representative is required to comply.

In the event Representative becomes the subject of an enforcement action or receives an information request from any government entity for Bribery relating to Representative's performance under this Letter Agreement, any Letter of Authorization or any other agreement with a Caterpillar Party, Representative shall provide to Caterpillar written notice not later than ten (10) business days following such enforcement action or information request, or the earliest date thereafter if prohibited from earlier disclosure by applicable law.

Upon Caterpillar's request, Representative shall at its expense provide to Caterpillar in a timely manner complete and accurate information requested through due diligence questionnaires and periodic compliance certifications. If Caterpillar has reason to believe that Representative is not in compliance with this Clause, Caterpillar has the right to inquire, or to have Caterpillar's authorized representatives conduct inquiries, to ascertain the extent of the Representative's non-compliance with this Clause, and Representative agrees to cooperate and provide all documentation and information related to this Letter Agreement, all Letters of Authorization or any other agreement with Caterpillar that is reasonably requested by Caterpillar in connection with such inquiries.

Representative agrees to indemnify, defend, and hold harmless the Caterpillar Parties against all demands, liabilities, fines, penalties, losses, and damages (including costs, investigation and litigation expenses and counsel fees incurred in connection therewith) arising out of or related to Representative's obligations under this Clause.

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General Provisions:

If Representative violates your duties or act outside the authority granted to you, Representative shall be liable for all damages, including attorney's fees and costs, caused by your violation. This Letter Agreement and all Letters of Authorization shall be governed by the laws of the State of Illinois (regardless of the laws that might be applicable under its principles of conflict of laws).

BY SIGNING BELOW OR BY EXERCISING ANY OF THE SPECIFIED POWERS SET FORTH IN ANY LETTER OF AUTHORIZATION, REPRESENTATIVE AGREES TO BE LEGALLY BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS LETTER AGREEMENT WITHOUT MODIFICATION. Without limiting the foregoing, kindly acknowledge your receipt of this Letter Agreement and accept your representation pursuant to the applicable Letter of Authorization by returning an executed copy hereof to Michael Caruthers (Caruthers_Michael_A@cat.com).

For the avoidance of doubt, your representation pursuant to any Letter of Authorization] shall not commence unless and until you have both returned an executed copy of this Letter Agreement and successfully completed all due diligence questionnaires and compliance certifications requested by Caterpillar. If for any reason you cannot accept the representation contemplated by this Letter Agreement or any Letter of Authorization, you must immediately return all copies thereof to the above referenced representative of Caterpillar.

Sincerely,

Caterpillar Inc.

By:_____
Name: Siamak Mirhakimi
Title: General Manager

ACKNOWLEDGED and AGREED
as of this _05_ day of August, 2021:

Continental Automotive GmbH

By:_____
Name: Dr. Marion Grüner
Title: Homologation Manager

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EXHIBIT A

LETTER OF AUTHORIZATION

Caterpillar: Confidential Green

510 Lake Cook Rd Suite 100
Deerfield, IL 60015
USA

August 2, 2021

Via Electronic Mail

Continental Automotive GmbH
Vahrenwalder Str. 9, Hannover
Niedersachsen 30165 Germany

Re: Letter of Authorization

Dear Sir or Madam,

Caterpillar Inc., a corporation duly organized and existing under the laws of Delaware, having its Caterpillar office at 510 Lake Cook Rd Suite 100, Deerfield, IL 60015 ("**Caterpillar**"), does hereby authorize:

Continental Automotive GmbH
Vahrenwalder Str. 9, Hannover
Niedersachsen 30165 Germany

to represent Caterpillar with respect to the following matters (the "**Specified Matters**") within the United States, Canada, and the European Union:

> Prepare and submit applications for radio frequency certification of Caterpillar's cellular, satellite, bluetooth low energy, and/or wi-fi radios (see model list below) to the appropriate local certification agencies and/or commissions and to take all such other lawful actions and deliver such other appropriate documentation, instruments and information as may be necessary or desirable to obtain such certification by such agency for the above described devices.

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This Letter of Authorization shall become effective on the date set forth above and shall terminate on the earlier of August 31, 2022, or such earlier date as Caterpillar provides notice of termination to Representative, Representative otherwise becomes aware of Caterpillar's intent to revoke this Letter of Authorization or Representative provides Caterpillar written notice of Representative's resignation.

Sincerely,
Caterpillar Inc.

By: _____
Name: Siamak Mirhakimi
Title: General Manager

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