

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the California Air Resources Board ("CARB"), with its principal location at 1001 I Street, Sacramento, California 95814; and Dr. Ing. h.c. F. Porsche AG and Porsche Cars North America, Inc., with their principal offices at Porscheplatz 1, D-70435 Stuttgart, Germany, and 1 Porsche Drive, Atlanta, Georgia 30354, respectively (hereinafter "PORSCHE"); (collectively, the "Parties," or individually, "Party").

LEGAL BACKGROUND

- (1) Purpose. The California Health and Safety Code mandates implementation of emission standards for new motor vehicle and motor vehicle engines to control emissions; allows CARB to certify these vehicles; and prohibits any person from selling, introducing into commerce, importing, delivering, purchasing, renting, leasing, acquiring, or receiving a new motor vehicle or new motor vehicle engine for use, registration, or resale unless it is certified. This includes attempts or assistance, under California Health and Safety Code sections 43100, 43101, 43151, 43153, 43211, and 43212. California Health and Safety Code sections 43000, 43000.5, and 43011 also mandate the reduction of emission of air pollution from motor vehicles, and California Health and Safety Code section 43008.6 mandates compliance with California's anti-tampering laws.
- (2) Regulations.
 - a) California Health and Safety Code section 43151(a) provides that "[a] person shall not offer for sale, introduce into commerce, import, deliver, purchase, rent, lease, acquire, or receive a new motor vehicle, new motor vehicle engine, or motor vehicle with a new motor vehicle engine for use, registration, or resale in this state unless the motor vehicle engine or motor vehicle has been certified pursuant to this chapter. A person shall not attempt or assist in any such action."
 - b) Prior to 2017, California Health and Safety Code section 43212 provided that all manufacturers or distributors who did not comply with the emission standards or the test procedures adopted by CARB were subject to a civil penalty of fifty dollars (\$50.00 USD) for each vehicle that did not comply.
 - c) CARB adopted "*Motor Vehicle Pollution Control Devices*" (*Vehicle Standards*), under California Code of Regulations, title 13, sections 1900-2048, to reduce emissions of, *inter alia*, oxides of nitrogen, particulate matter, hydrocarbons, and greenhouse gases from new and used motor vehicles and motor vehicle engines in California.
- (3) Regulatory Provisions. Prior to vehicles or engines being sold, introduced into commerce, imported, delivered, purchased, rented, leased, acquired, or received into California, they must be certified based on reliable test data and procedures and obtain an Executive Order (EO) from CARB. The vehicles and engines must meet the

emission standards (either through a direct standard or through a fleet wide phase-in requirement), cannot contain a defeat device, must have an Emission Control Label (ECL), and be equipped with a computer-sensed emission-related component to inform the vehicle operator of a malfunction (On-board Diagnostic System (OBD)), and come with an emission control system warranty. (Cal. Code Regs., tit, 13., §§ 1900-2048.)¹

For MY 2001 through 2014 vehicles, California Code of Regulations, title 13, section 1961(d) incorporates by reference the “California 2001 through 2014 Model Criteria Pollutant Exhaust Emission Standards and Test Procedures and 2009 through 2016 Model Greenhouse Gas Exhaust Emission Standards and Test Procedures for Passenger Cars, Light-Duty Trucks and Medium-Duty Vehicles” (2001-2014 Test Procedures). The 2001-2014 Test Procedures require manufacturers to conduct exhaust emissions testing for each test group (Code of Fed. Regs., tit. 40, § 86.1829-15(b)). Within each test group, the manufacturer must select the emissions data vehicle (EDV) configuration which is expected to be worst-case for exhaust emission compliance on candidate in-use vehicles (Code of Fed. Regs., tit. 40, § 86.1828-01(a)).

For MY 2015 and subsequent model year vehicles, California Code of Regulations, title 13, section 1961.2(d) incorporates by reference the 2015 Test Procedures, which incorporate the same regulatory requirements that apply to the MY 2001 through 2014 vehicles, described above.

For MY 2001 through 2014 vehicles, California Code of Regulations, title 13, section 1961(d) incorporates by reference the 2001-2014 Test Procedures, and the Code of Federal Regulations, title 40, section 86.1823-08 requires manufacturers to conduct a durability demonstration for each durability group. One durability demonstration is required for each durability group, and the configuration of the durability data vehicle (DDV) is determined according to the provisions of Code of Federal Regulations, title 40, section 86.1822-01(a). The manufacturer is required to select the DDV configuration which is expected to generate the highest level of exhaust emission deterioration as the DDV for each durability group (Code of Fed. Regs., tit. 40, § 86.1822-01(a)).

For MY 2015 and subsequent model year vehicles, California Code of Regulations, title 13, section 1961.2(d) incorporates by reference the 2015 Test Procedures, which incorporate the same regulatory requirements that apply to the MY 2001 through 2014 vehicles, described above.

¹ California Health and Safety Code section 43154 was amended, effective January 1, 2017, to increase the penalty from \$5,000 per vehicle that does not comply with the standards or procedures to a maximum of \$37,500 per such vehicle. See 2016 Cal. Legis. Serv. Ch. 604 (A.B. 1685, “AIR POLLUTION—MOTOR VEHICLES—FINES AND PENALTIES”).

(4) Penalty Provisions.

- a) Prior to 2017, failure to comply with the Test Procedures was a violation of state law that provides for a penalty of fifty dollars (\$50.00 USD) for each violation. (California Health & Saf. Code, § 43212.)
- b) Prior to 2017, failure to comply with the California Code of Regulations, title 13, section 1950 et seq. requirements and/or with California Health and Safety Code section 43151(a) was a violation of state law that may result in a civil penalty not to exceed five thousand dollars (\$5,000.00 USD) per vehicle. (California Health & Saf. Code § 43154(a); Cal. Code Regs., tit. 13, § 1900 et seq.)
- c) The Parties agree to disagree on whether any or all of these penalty provisions apply to the alleged violations described herein.

CASE BACKGROUND

(5) Corporate Entity. Dr. Ing. h.c. F. Porsche AG is a German vehicle manufacturer. Porsche Cars North America, Inc. is a Delaware corporation headquartered in Atlanta, Georgia, and submits motor vehicle certification applications to CARB and EPA for Dr. Ing. h.c. F. Porsche AG.

(6) Allegations. This Settlement Agreement resolves the following self-disclosures made by PORSCHE to CARB in June 2020 and September 2020. CARB alleges the following:

- a) Sport/Sport+ Mode.
 - i. PORSCHE failed to comply with one or more of the regulatory provisions in paragraph (3) by selling, introducing into commerce, importing, delivering, purchasing, renting, leasing, acquiring, or receiving in California a total of 7,923 model year 2013-2018 981 (Boxster/Cayman), 991 (Carrera), G1 II (Panamera) and E2 II (Cayenne) vehicle models that contain a Sport/Sport+ mode² that was not disclosed to CARB at the time of certification. As a result, these vehicles sold in California were not “in all material respects the same as those for which certification is granted.”
 - ii. PORSCHE failed to comply with test procedures in connection with Sport/Sport+ mode in the model year 2013-2018 E2 I, E2 II (Cayenne), G1 I (Panamera), Macan and 991 (Carrera) by failing to test EDV and DDV vehicle models in a configuration that contain the Sport/Sport+ mode.³ The total number of California vehicles impacted is 7,631.
- b) Sport ENA. PORSCHE failed to comply with test procedures in connection with Sport ENA mode in the 2013-2018 G1 I, G1 II, E2 I, E2 II, and Macan by testing EDV and DDV vehicle models in a configuration that contain the Sport ENA mode. The total number of California vehicles impacted is 1,900.

² Certain 991 (Carrera) variants were equipped with a PDK Sport mode.

³ Certain 991 (Carrera) variants were equipped with a PDK Sport mode.

- c) Unapproved pressure relief valve. PORSCHE sold, introduced into commerce, imported, delivered, purchased, rented, leased, acquired, or received in California a total of 15,841 model year ("MY") 2012-2019 Carrera 911, 2013-2016 MY Boxster/Cayman, 2010-2016 MY Panamera Turbo and 2011-2018 MY Cayenne Turbo vehicles that contained a pressure relief valve that was not disclosed or differed from that which was certified. As a result, these vehicles sold in California were not "in all material respects the same as those for which certification is granted."

CARB alleges that if the allegations described in paragraph (6) were proven, civil penalties could be imposed against PORSCHE for each and every vehicle involved in the violations.

- (7) Acknowledgment. PORSCHE admits the facts in paragraphs (1)-(6), and acknowledges the allegations in paragraph (6), but denies any and all potential liability resulting from those allegations.
- (8) Consideration. In consideration of CARB not filing a legal action against Porsche in connection with the violations alleged in paragraph (6), and in consideration of the other terms set out below, the Parties desire to settle and resolve all claims, disputes, and obligations relating to the above-listed alleged violations and voluntarily agree to resolve these matters by means of this Settlement Agreement. In order to resolve the alleged violations described herein, PORSCHE agrees to make the payments enumerated below within the Terms and Conditions. Further, CARB accepts this Settlement Agreement in termination and full settlement of these matters.

TERMS AND CONDITIONS

In consideration of CARB not filing a legal action against PORSCHE for the alleged violations referred to above in the Legal Background and Case Background, and PORSCHE's agreement to complete all terms and conditions set forth below, CARB and PORSCHE agree as follows:

- (9) Settlement Amount. PORSCHE shall pay a civil penalty of three million two hundred eleven thousand dollars (\$3,211,000.00 USD) to CARB's Air Pollution Control Fund, and in addition, PORSCHE agrees to fund the following two Supplemental Environmental Projects (SEPs) in the combined amount of three million two hundred ten thousand eight hundred ninety-seven dollars and forty cents (\$3,210,897.40 USD), consistent with CARB's SEP Policy:
- a) Cleaner Air for Kids-Zero Emission School Bus Funding in South Coast Air Basin (see Attachment A) in the amount of seven hundred seven thousand seven hundred eighty dollars (\$707,780.00 USD).

b) West Oakland Local Environmental Equity and Empowerment Project (LEEEP) (see Attachment A) in the amount of two million five hundred three thousand one hundred seventeen dollars and forty cents (\$2,503,117.40 USD).

PORSCHE shall tender all payments within 30 calendar days from the date CARB notifies PORSCHE of the full execution of the Settlement Agreement.

- (10) Civil Penalty Payment Method. PORSCHE shall pay the civil penalty by check, credit card, wire transfer, or portal, payable to CARB, using instructions provided separately by CARB in the Payment Transmittal Form; the Payment Transmittal Form will accompany the fully executed Settlement Agreement. PORSCHE is responsible for all payment processing fees. Payments shall be accompanied by the Payment Transmittal Form to ensure proper application. CARB shall deposit the civil penalty amount into its Air Pollution Control Fund for the purpose of carrying out CARB's duties and functions to ensure the integrity of its air pollution control programs. Should payment instructions change, CARB will provide notice to PORSCHE in accordance with paragraph (16) (Notices).
- (11) SEP Payment Method(s). PORSCHE shall fund the SEPs listed in paragraph (9) by wire transfer, credit card, or check, payable to the SEP implementer/recipient, using instructions provided separately by CARB in a SEP Payment Transmittal Form; the SEP Payment Transmittal Form(s) will accompany the fully executed Settlement Agreement. PORSCHE is responsible for all payment processing fees. Payments shall be accompanied by the SEP Payment Transmittal Form to ensure proper application. Should payment instructions change, CARB will provide notice to PORSCHE in accordance with paragraph (16) (Notices).
- (12) Prohibition Against Financial Benefit. PORSCHE has agreed that by funding the SEPs listed in paragraphs (9)(a)-(9)(b), PORSCHE will not receive any direct or indirect financial benefit, and that whenever PORSCHE publicizes or refers to the SEPs or the results of the SEPs, PORSCHE will state that the SEPs are being undertaken as part of the settlement of a CARB enforcement action.
- (13) Assignment of Rights. In the event the SEP implementers/recipients do not fully implement or complete the SEPs in accordance with the terms of the SEP Agreements, CARB shall be entitled to recover the full amount of the SEPs from the SEP implementer/recipients, less any amount expended on the timely and successful completion of any previously agreed upon interim milestone(s). CARB will deposit any such recovery into its Air Pollution Control Fund. Accordingly, PORSCHE assigns any and all rights against the SEP implementer/recipients to CARB. CARB will use best efforts to identify alternative SEPs for any such recovered amount and will discuss with PORSCHE whether it agrees to using the recovered amount for funding the alternative SEPs proposed by CARB. In the event the Parties cannot agree on an alternative SEP to fund, any such recovered amount will be deposited into and/or remain in CARB's Air Pollution Control Fund.

- (14) Other Relief. PORSCHE shall implement voluntary recall campaigns pursuant to California Code of Regulations, title 13, section 2111 et seq., for vehicles with the Sport/Sport+ and Sport ENA features and identified emission exceedances to address such emission exceedances in these subject vehicle models.
- (15) Documents. PORSCHE shall email or mail the signed and dated Settlement Agreement to the email address or mailing address in paragraph (16) (Notices). Porsche shall further email or mail a copy of proof of payment of the penalty and SEPs, and a copy of the Payment Transmittal Forms to the email or mailing address in paragraph (16) (Notices).
- (16) Notices. Unless otherwise specified in this Settlement Agreement, whenever notifications, submissions, or communications are required by this Settlement Agreement, they shall be submitted in writing to the address or email below:

As to CARB:

California Air Resources Board
Enforcement Division / Settlement Agreements
P.O. Box 2815
Sacramento, California 95812-2815
Email: Settlement_Agreement@arb.ca.gov

As to PORSCHE:

King & Spalding, LLP
1700 Pennsylvania Avenue, NW
2nd Floor Washington, D.C. 20006
Attention: Granta Nakayama
Email: GNakayama@kslaw.com; WSauers@kslaw.com

With copies to each of the following:

Dr. Ing. h.c. F. Porsche AG
Porscheplatz 1
D-70435 Stuttgart
GERMANY
Attention: GR/Rechtsabteilung/General Counsel

Porsche Cars North America, Inc.
1 Porsche Drive
Atlanta, Georgia 30354
Attention: U.S. Legal and General Counsel

Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above. Notices submitted pursuant to this section shall be deemed submitted upon emailing or mailing.

- (17) Recovery of Costs. If Porsche fails to timely satisfy its obligations under this Settlement Agreement, and CARB, or an agent acting on CARB's behalf, is the prevailing party in a civil action to enforce this Settlement Agreement, PORSCHE shall pay all costs of investigating and prosecuting the action, including expert fees, reasonable attorneys' fees, and costs.
- (18) Repeat Violations. PORSCHE acknowledges that repeat violations could result in increased penalties in the future.
- (19) Effect of Settlement/Reservation of Rights.
- a) Satisfaction of all the requirements of this Settlement Agreement shall resolve and settle all of CARB's civil and/or administrative claims against PORSCHE that arise out of or relate to the allegations described in paragraph (6).
 - b) CARB reserves, and this Settlement Agreement is without prejudice to, all claims, rights, and remedies against PORSCHE with respect to all matters not expressly resolved in this Settlement Agreement. Notwithstanding any other provision of the Settlement Agreement, CARB reserves all claims, rights, and remedies, whether in law or equity, against PORSCHE with respect to:
 - i. Noncompliance with or enforcement of any provision of this Settlement Agreement.
 - ii. Facts that were not disclosed by PORSCHE to CARB.
 - iii. Violation of the California Health and Safety Code and its implementing regulations, or other State laws, regulations, or permit condition(s) not expressly resolved in this Settlement Agreement.
 - iv. Any imminent and substantial endangerment to the public health, welfare, or the environment in California, whether related to the violations addressed in this Settlement Agreement or otherwise.
 - v. Any criminal liability.
 - vi. Any claim(s) of any officer or agency of the United States or California, other than CARB.
 - c) In any subsequent administrative or judicial proceeding initiated by CARB for injunctive relief, civil penalties, or other appropriate relief relating to enforcement of the Settlement Agreement, PORSCHE shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by CARB in the subsequent proceeding were or should have been brought in the instant case.
 - d) This Settlement Agreement does not resolve or settle any claims, rights or remedies against PORSCHE (including without limitation those that may arise out of or relate to the allegations described in paragraph (6)) that may be held by or

asserted by the State of California, by any California government agency other than CARB, or by any other person or entity.

- e) This Settlement Agreement is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. Without creating any new, independent or additional obligations for PORSCHE, reference is herein made to the following California laws and regulations: PORSCHE is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and PORSCHE's compliance with this Settlement Agreement shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. CARB does not, by its consent to the entry of this Settlement Agreement, warrant or aver in any manner that PORSCHE's compliance with any aspect of this Settlement Agreement will result in compliance with provisions of the Clean Air Act, or with any other provisions of United States, state, or local laws, regulations, or permits.
- f) Nothing in this Settlement Agreement releases any private rights of action asserted by entities or persons not releasing claims under this Settlement Agreement, nor does this Settlement Agreement limit any defense available to PORSCHE in any such action.
- g) This Settlement Agreement does not limit or affect the rights of PORSCHE or of CARB against any third parties, not party to this Settlement Agreement, nor does it limit the rights of third parties, not party to this Settlement Agreement, against PORSCHE, except as otherwise provided by law.
- h) This Settlement Agreement shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Settlement Agreement. No third party shall be entitled to enforce any aspect of this Settlement Agreement or claim any legal or equitable injury for a violation of this Settlement Agreement.

- (20) Entirety. This Settlement Agreement constitutes the entire agreement and understanding between the Parties concerning the Case Background and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning the Case Background hereof. This Settlement Agreement consists of 12 pages and 37 paragraphs.
- (21) Binding Effect. This Settlement Agreement shall be binding upon PORSCHE and its successors and assignees, or other entities or persons otherwise bound by law and CARB and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Settlement Agreement.
- (22) Effective Date. The effective date shall be the date upon which this Settlement Agreement is fully executed.
- (23) Modification and Termination. No agreement to modify, amend, extend, supersede, terminate, or discharge this Settlement Agreement, or any portion thereof, is valid or

enforceable unless it is in writing and signed by all Parties to this Settlement Agreement.

- (24) Severability. Each provision of this Settlement Agreement is severable, and in the event that any provision of this Settlement Agreement is held to be illegal, invalid or unenforceable in any jurisdiction, the remainder of this Settlement Agreement remains in full force and effect to the extent necessary to fulfill the Settlement Agreement's purpose and the intent of the Parties.
- (25) Choice of Law. This Settlement Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice-of-law rules.
- (26) Not Tax Deductible. For purposes of this Settlement Agreement, PORSCHE shall not deduct any monies spent to comply with any provision of this Settlement Agreement in calculating and submitting its U.S. federal, state, or local income tax.
- (27) Rules of Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Settlement Agreement.
- (28) Non-Waiver. The failure to enforce any provision of this Settlement Agreement shall not be construed as a waiver of any such provision, nor prevent such Party thereafter from enforcing such provision or any other provision of this Settlement Agreement. The rights and remedies granted all Parties herein are cumulative and the election of one right or remedy by a Party shall not constitute a waiver of such Party's right to assert all other legal remedies available under this Settlement Agreement or otherwise provided by law.
- (29) Intent to be Bound. The Parties represent that: They have participated fully in the review and drafting of this Settlement Agreement; understand and accept all terms; enter into this Settlement Agreement freely and voluntarily; have had an opportunity to consult with legal counsel; are fully informed of the terms and effect of this Settlement Agreement; have agreed to this Settlement Agreement after independent investigation and agree it was not arrived at through fraud, duress, or undue influence; and knowingly and voluntarily intend to be legally bound by this Settlement Agreement.
- (30) Venue. The Superior Court of California, located in the County of Sacramento, shall hear any dispute between the Parties arising from this Settlement Agreement.
- (31) Counterparts and Electronic Signatures. This Settlement Agreement may be executed in counterparts. Electronic, facsimile or photocopied signatures shall be considered as valid signatures.

- (32) Release. Now, therefore, in consideration of the settlement payments by Porsche to CARB for its Air Pollution Control Fund, and to the SEP implementers/recipients specified in paragraph (9), CARB hereby fully, finally, irrevocably, and forever releases PORSCHE and its principals, officers, shareholders, directors, agents receivers, trustees, employees, successors and assignees, subsidiary and parent corporations, and predecessors from any and all claims, demands, actions, or causes of action that CARB has brought or could have brought based on or related to the facts and allegations described in paragraph (6).
- (33) Authority. The undersigned represents that he or she has full authority to enter into this Settlement Agreement.

PENALTY BASIS

- (34) Per Unit Penalty. The per unit or per vehicle penalty in this case is a maximum of fifty dollars (\$50.00 USD) for alleged violations of Health and Safety Code section 43212, and five thousand dollars (\$5,000.00 USD) per alleged action under Health and Safety Code section 43151. The per unit penalty obtained in this case under the Settlement Agreement is approximately is one hundred ninety two dollars and eighty-eight cents (\$192.88 USD) per vehicle.
- (35) Emissions. The provisions cited above prohibit emissions above a specified level. CARB has determined that the excess hydrocarbon emissions produced by the subject vehicles described in paragraphs (6)(a) and (6)(b) is 0.088 tons over their lifetimes.
- (36) Aggravating and Mitigating Factors. The penalties in this matter were determined in consideration of all relevant circumstances, including statutory factors as described in CARB's Enforcement Policy. CARB considered whether the violator came into compliance quickly and cooperated with the investigation; the extent of harm to public health, safety and welfare; nature and persistence of the violation, including the magnitude of the excess emissions; compliance history; preventative efforts taken; innovative nature and the magnitude of the effort required to comply, and the accuracy, reproducibility, and repeatability of the available test methods; efforts to attain, or provide for, compliance prior to violation; action taken to mitigate the violation; financial burden to the violator; and voluntary disclosure. The penalties are set at levels sufficient to deter violations, to remove any economic benefit or unfair advantage from noncompliance, to obtain swift compliance, and the potential costs, risks, and uncertainty associated with litigation. Penalties in future cases might be smaller or larger depending on the unique circumstances of the case. Mitigating factors include the following specific examples, one or more of which may apply to each specific issue:
- a) PORSCHE thoroughly and timely self-disclosed all of the alleged violations included herein to CARB and the United States Environmental Protection Agency (EPA) pursuant to "Incentives for Self-Policing; Discovery, Disclosure, Correction

and Prevention of Violations, 65 Federal Regulations, section 19,618 (Apr. 11, 2000) and the California Environmental Protection Agency's ("CalEPA")

"Recommended Guidance on Incentives for Voluntary Disclosure" (October 2003);

- b) PORSCHE has promptly commenced to completely fix and has in most cases already fixed all problems identified associated with identified emissions exceedances;
- c) PORSCHE improved processes that address the issues and to ensure that no vehicle will be imported, sold, or delivered in California that is not the same in all material respects as the vehicle in the application for certification;
- d) These were first time occurrences by PORSCHE of these types of alleged violations;
- e) PORSCHE fully complied with the investigation and performed substantial, additional analysis, testing, and effort, and provided requested information in a complete and timely manner;
- f) PORSCHE promptly mitigated the environmental and programmatic impacts of the alleged violation by issuing a stop-sale order for vehicles with emission exceedances and promptly working to determine the appropriate technical solutions to address the emission exceedances;
- g) PORSCHE met with CARB on numerous occasions to promptly respond to questions, provide clarification, present findings of testing/investigation, and provide updates; and
- h) CARB's enforcement program has had a deterrent effect on Porsche, including through its agreement to enter into Consent Decrees in 2016 and 2017 with respect to emissions and testing violations by Porsche related to diesel vehicles.

- (37) Confidential Business Information. CARB based this penalty in part on confidential business information provided by PORSCHE and confidential settlement communications, neither of which are retained by CARB in the ordinary course of business.

ACKNOWLEDGED AND ACCEPTED BY:

California Air Resources Board

Signature: /S/

Name: Steven S. Cliff, Ph.D.

Title: Executive Officer

Date: December 8, 2022

Dr. Ing. h.c. F. Porsche AG

Signature: /S/

Name: Robert Schmidt

Title: Director, Technical Regulations, Authority Communication, Environmental
& Sustainability

Date: November 30, 2022

Porsche Cars North America, Inc.

Signature: /S/

Name: Donatus Neudeck

Title: Project Manager, Product Committee Special Topics

Date: November 30, 2022