

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

In the Matter of:

Robert Bosch GmbH
Postfach 10 60 50
70049 Stuttgart, Germany

Respondent

**ORDER RELATING TO
ROBERT BOSCH GMBH**

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has notified Robert Bosch GmbH (“Bosch” or the “Company”), of its intention to initiate an administrative proceeding against Bosch pursuant to Section 766.3 of the Export Administration Regulations (the “Regulations”),¹ through the issuance of a Proposed Charging Letter to Bosch that alleges that Bosch committed 109 violations of the Regulations. Specifically:

STATEMENT OF CHARGES

Charges 1 – 109 15 C.F.R. § 764.2(a) – Engaging in Prohibited Conduct

1. As described in greater detail below, between September 16, 2020, and September 26, 2024, Bosch, through two of its German subsidiaries, engaged in conduct prohibited by the Regulations on 109 occasions when they sold, transferred, and/or exported from abroad approximately \$72,369,361 worth of Micro-Electro-Mechanical Systems (“MEMS”) sensor products and software, items subject to the EAR, to Huawei Technologies Co., Ltd. and its affiliates on the Entity List including Huawei Tech. Investment Co., Ltd., Hong Kong (collectively, “Huawei”) without the required license or other authorization from BIS.

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2026). The charged violations occurred between 2020 and 2024. The Regulations governing the violations at issue are found in the 2020 through 2024 versions of the Code of Federal Regulations. The 2026 Regulations set forth the procedures that apply to this matter.

Bosch and Relevant Subsidiaries

2. Bosch, headquartered in Stuttgart, Germany, is an international technology and services company with over 400,000 employees worldwide and annual revenue of approximately \$90 billion in 2024. Bosch has approximately 490 subsidiaries and regional companies in more than 60 countries. As relevant to these charges, two of Bosch's fully-owned German subsidiaries are Bosch Sensortec GmbH ("BST") and ETAS GmbH ("ETAS").
3. BST manufactures and sells MEMS products that have a broad range of consumer applications, including in smartphones, wearable technology, and automobiles (the "BST Sensors"). The BST Sensors, which are classified as EAR99, are used to detect motion, direction, pressure, speed, orientation, and other external stimuli or sources of energy. BST's total revenue during the relevant period was approximately 1% of Bosch's total revenue.
4. ETAS provides software, hardware, and development tools for the automotive industry, as well as consulting and engineering services to support software development. One of ETAS's software products is CycurHSM, which is hardware-dependent automotive firmware. CycurHSM drives the hardware security module that is physically encapsulated on the microchip of an electronic control unit ("ECU") to secure the ECU and its data transmission over the network in a vehicle. CycurHSM is classified as EAR99. ETAS's total revenue during the relevant period was approximately 0.5% of Bosch's total revenue.

Huawei Added to the Entity List

5. On May 16, 2019, Huawei and certain of its non-U.S. affiliates were added to the Entity List. 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."² 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. As a result of Huawei's addition to the Entity List, license 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. On August 19, 2019, an additional forty-six non-U.S. Huawei affiliates were placed on the Entity List.³

The Foreign-Produced Direct Product Rule

6. On May 15, 2020, BIS issued a rule expanding U.S. export jurisdiction to include certain foreign-produced products delivered to Huawei. On August 17, 2020, due

² See 84 Fed. Reg. 22,961 (May 21, 2019).

³ See 84 Fed. Reg. 43,493 (Aug. 21, 2019).

to continued national security and foreign policy concerns, BIS further expanded the scope of the May 2020 controls “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.”⁴ As relevant for this matter, effective August 17, 2020, BIS imposed a license requirement on foreign-produced items 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, when the plant or major component of a plant . . . 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”) (the “FDP Rule”).⁵

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.⁶
8. The applicable licensing policy provides that the sophistication and capabilities of technology in items is a factor in license application review, and that license applications for foreign-produced items that are capable of supporting the “development” or “production” of telecom systems, equipment, and devices below the 5G level (*e.g.*, 4G, 3G) will be reviewed on a case-by-case basis.⁷

Foreign Production of the BST Sensors

9. The BST Sensors at issue in these charges consist of eleven different models. Nine of these eleven models contained MEMS that Bosch manufactured in Germany using epitaxy machines provided by Company One (a non-U.S. company). The MEMS provided the BST Sensors with their mechanical sensing capabilities, which allowed the sensors to perform their core function. Bosch used epitaxy machines provided by Company One in the BST Sensor production process, particularly in the MEMS phase of sensor production. Specifically, Company One’s epitaxy machines were used to precisely deposit multiple epitaxial layers of silicon or other materials onto areas of the blank silicon wafer substrates to form the multilayered crystal structure of the MEMS. At all times relevant to these charges, Company One’s epitaxy machines were the direct product of U.S. origin “technology” or “software” specified in an ECCN identified in paragraph (e)(1)(i)(B) of the FDP

⁴ See 85 Fed. Reg. 51,596 (Aug. 20, 2020).

⁵ See 85 Fed. Reg. 51,596 (Aug. 20, 2020); *see also* 15 C.F.R. § 772.1 (defining the terms “knowledge,” “technology,” and “software”). Although the FDP Rule was initially introduced in the May 15, 2020 rule (*see* 85 Fed. Reg. 29849), the rule’s scope was modified by BIS’s subsequent Aug. 17, 2020, rule, which is the relevant and applicable FDP Rule for the conduct detailed herein.

⁶ See 15 C.F.R. § 748.5 (“Parties to the transaction”).

⁷ See 15 C.F.R. § 744.11(a)(2)(i).

Rule.⁸ Company One's epitaxy equipment was also a major component of one of Bosch's plants that produced the BST Sensors.⁹ Because Bosch had "knowledge" that Huawei was an "end-user" and, therefore, a party to the transactions involving the BST Sensors, Bosch was prohibited from exporting from abroad to Huawei the BST Sensors containing the MEMS produced using Company One's epitaxy equipment without a BIS license.¹⁰

10. The remaining two of the eleven BST Sensor models at issue in these charges contain an Application-Specific Integrated Circuit ("ASIC") produced by Company Two (a non-U.S. company) for BST in a contract manufacturing arrangement. Company Two's ASIC production process is part of BST's overall BST Sensor production process. At all times relevant to these charges, Company Two produced the ASICs using equipment that was the direct product of U.S. origin "technology" or "software" specified in an ECCN identified in paragraph (e)(1)(i)(B) of the FDP Rule. The production equipment used by Company Two was also a major component of a plant that produced the relevant BST Sensors. Because Bosch had "knowledge" that Huawei was the "end-user" and, therefore, a party to the transactions involving the BST Sensors for which the ASICs were produced and incorporated as components, Bosch was prohibited from exporting from abroad to Huawei the BST Sensors containing the ASICs produced by Company Two without a BIS license.¹¹

Foreign Production of CycurHSM Software

11. ETAS used microcontrollers produced by Company Three (a non-U.S. company) in the testing of the hardware-dependent CycurHSM software for automotive ECUs. The tests using Company Three's microcontrollers occurred for every new release of CycurHSM, including maintenance, bug fixes, or other updates pursuant to maintenance support agreements. At all times relevant to these charges, Company Three's microcontrollers were the direct product of U.S.-origin "software" or "technology" specified in an ECCN identified in paragraph (e)(1)(i)(B) of the FDP Rule. Company Three's microcontrollers were also a major component of a plant that produced the CycurHSM software. Because Bosch had "knowledge" that Huawei was an "end-user" and, therefore, a party to the

⁸ This language is currently located in 15 C.F.R. § 734.9(e)(1)(i)(B) and was previously located in footnote 1 to Supplement No. 4 to Part 744 of the EAR.

⁹ A major component of a plant located outside the United States means equipment that is essential to the "production" of an item. 15 C.F.R. 734.9(a)(1)(i); 85 Fed. Reg. 29,839 at 29,863 (May 19, 2020). "[A]ny "equipment" [in one of the FDP rule's specified ECCNs] that is involved in any of the production stages is considered essential." 85 Fed. Reg. 51,596 at 51,601 (Aug. 20, 2020). "Production" means all production stages, such as: product engineering, manufacture, integration, assembly (mounting), inspection, testing, quality assurance. *See* 15 C.F.R. § 772.1.

¹⁰ *See* Supplement No. 4 to Part 744, footnote 1; 15 C.F.R. §§ 734.9(e), 744.11(a)(2)(i).

¹¹ *See id.*

transactions involving the CycurHSM software, Bosch was prohibited from exporting from abroad to Huawei the CycurHSM software without a BIS license.¹²

BST's Continued Shipments to Huawei Without BIS Authorization

12. During most of the relevant time period, Bosch's export controls compliance team in the United States primarily consisted of two employees. These employees were responsible for advising Bosch's central trade compliance function based in Germany and Bosch's non-U.S. businesses regarding compliance with U.S. export controls regulations. Only one of these employees was tasked primarily with advising on compliance with U.S. export controls. The second employee provided part time assistance with U.S. export controls compliance while also focusing on compliance with U.S. customs and tariffs. The U.S. trade compliance team included other employees primarily focused on U.S. customs and tariffs, who could occasionally assist with minor discrete export controls questions.
13. In general, Bosch had established compliance processes and procedures regarding export compliance, including U.S. export compliance. Those processes and procedures were designed to address whether Bosch's products were subject to the EAR based on where they were manufactured and their U.S.-origin content, among other things. However, Bosch's U.S. export compliance team did not have sufficient expertise or resources at the time to adequately address the August 2020 changes to the EAR, namely, the FDP Rule that expanded the restrictions for Huawei. Bosch's failure to have an effective U.S. export controls compliance program in place for BST and ETAS at this time contributed directly to the violations at issue in these charges. Communications among the U.S. and German trade compliance teams in August 2020 show general confusion about how to correctly interpret the product scope provisions of the FDP Rule added in August 2020. As a result of this confusion, in an email dated August 25, 2020, a trade compliance employee based in Germany erroneously advised BST management, including a senior manager reporting to the BST management board who at the time performed the chief financial and operating functions of BST ("BST Executive"),¹³ that BST products would not be subject to the EAR pursuant to BIS's August 2020 FDP Rule. The email stated: "Provided your products contain less than 25% U.S. content and the U.S. content used is not classified under one of the following ECCNs: [ECCNs listed in FDP Rule product scope], there is no impact, and no licensing requirements apply." The trade compliance employee in Germany erroneously commingled the concept of the De Minimis Rule, which depends on a certain amount of incorporated U.S. origin content that is controlled for a destination, and the concept of the FDP Rule, which depends on the software, technology, and equipment used to produce an item rather than incorporated content.

¹² See *id.*

¹³ The BST Executive served in that role during the relevant period through mid-2023.

14. As described in more detail below, the BST Executive accepted this advice and continued to rely on it throughout the relevant period despite numerous subsequent indications that this advice was erroneous. Moreover, Bosch's internal controls during the relevant period were insufficient to ensure that compliance advice was broadly distributed and independently reviewed or reassessed to ensure it was correct or updated to reflect new facts.

BST Employees Repeatedly Overlooked Indications that the FDP Rule Captured BST Sensors

15. On September 2, 2020, Company Four—an outsourced semiconductor assembly and test services provider with facilities outside the United States—sent a letter to BST's purchasing department in Germany that explained the FDP Rule and advised BST that it should assume that the equipment involved in Company Four's assembly and test processes triggered the product scope provisions of the FDP Rule. The letter further explained that processing on the same equipment at any other entity's facilities may likewise trigger the product scope of the FDP Rule. Company Four also requested that BST complete a compliance certification stating whether any products processed by Company Four "will be incorporated into . . . any part, component, or equipment produced, purchased, or ordered, by Huawei" or if "Huawei is a party to any transaction involving [Company Four's] product." If BST were to answer "yes", the certification required BST to provide a BIS license number or an explanation for why a license was not required.
16. BST's purchasing and logistics personnel in Germany then forwarded Company Four's letter to the BST Executive. At the BST Executive's request, the BST logistics personnel coordinated with Bosch's trade compliance personnel in Germany regarding a response. Bosch's trade compliance personnel in Germany drafted a general yet inaccurate response to Company Four's letter. BST's response, in a letter dated September 15, 2020 and signed by the BST Executive, stated that BST's "transactions with [Company Four] are in compliance with all applicable US export control and trade sanctions rules and that products of [Company Four] are not incorporated into, or used in products that are subject to [the] EAR." Company Four responded to BST's September 15, 2020 letter in an email to BST's purchasing personnel in Germany, noting that "the statement does not expressly address the recent changes to the . . . foreign direct product rules with respect to Huawei." Company Four further explicitly clarified in the same email that "equipment used at [Company Four] factories to work on customer products include U.S. export-controlled equipment" and that BST should "assume that transfer of any products worked on by [Company Four] to or for Huawei . . . may be prohibited under the EAR." BST's purchasing personnel in Germany took no further action with the communication. Despite the explicit warning from Company Four that BST could not provide products processed by Company Four to Huawei, BST, in reliance on the erroneous advice from Bosch's trade compliance personnel in Germany, did not conduct appropriate diligence to determine whether it was providing products subject to the EAR to Huawei, and it did not analyze the

warning from Company Four to determine whether Bosch's own understanding of the FDP Rule was consistent with the warnings from Company Four.

17. On September 4, 2020, a Bosch trade compliance professional based in the United States sent a request for information via email to Bosch businesses, including BST. The request was intended to ensure compliance with the August 2020 expansion of the FDP Rule. The email stated that "we need additional information from all business units currently producing items (physical goods) for Huawei either directly or indirectly." The email attached a spreadsheet with detailed questions about the production lines where Bosch businesses produced items sold to Huawei, including questions about the production equipment used and the ECCN of U.S.-origin software and technology used in the production process for these items. Instead of answering the questions, the BST Executive emailed the U.S. trade compliance professional and wrote, "we clarified that our products are not impacted by the regulation . . . [t]herefore, I would hope that the quest for information is not needed from our side. We are in a dire allocation situation and I am looking for every minute I can spare the team." As BST was focused on addressing the global semiconductor shortage at the time, it never responded to the specific questions in the September 4, 2020 email. Instead, BST employees responsible for responding to customer requests provided a spreadsheet that included some information about the manufacturing process and suppliers for the BST Sensors but without sufficient detail to determine whether the BST Sensors were subject to the EAR under the FDP Rule. Bosch's trade compliance personnel did not follow up with BST to ensure that BST provided the information necessary to complete the analysis under the FDP Rule. Had BST answered the specific questions in the September 4, 2020 email, Bosch's trade compliance personnel in the United States likely would have identified that the BST Sensors were within the product scope of the FDP Rule.
18. In February 2021, Company One requested that personnel at a Bosch production facility in Germany that produced BST Sensors complete an end-user certification in connection with items produced using Company One's epitaxy machines. The certification required the production facility personnel to acknowledge that "direct products of [the epitaxy machines] are subject to a license requirement under the EAR if the terms of the foreign-produced direct product rule . . . are met." Moreover, the certification requested that the personnel certify that the epitaxy machines will not be "used in the "production" or "development" of any part, component, or equipment produced, purchased, or ordered by an entity with a footnote 1 designation in Supplement No. 4 to Part 744 of the EAR." The production facility personnel requested from Bosch trade compliance professionals located in Germany advice on how to respond to Company One's certification. A Germany-based trade compliance employee advised the production facility personnel that Huawei is an entity with a footnote 1 designation which meant that "products manufactured with [Company One] Epitaxy Production Equipment must not be involved in business activities with Huawei . . . If this can be ensured, the document can be signed." When the BST Executive separately learned about Company One's request for certification, the BST Executive provided the

production facility personnel with the August 25, 2020 email from the prior trade compliance employee based in Germany that erroneously stated that the FDP Rule did not affect BST products. Despite the specific guidance provided by the Germany-based trade compliance employee in February 2021 that products manufactured using Company One's epitaxy equipment could not be provided to Huawei, the production facility personnel relied on the August 25, 2020 email provided by the BST Executive and signed Company One's certification without attempting to reconcile the erroneous internal Bosch guidance with the specific warning provided by Company One.

19. In May 2023, a contract management employee within BST learned of guidance from Bosch's U.S.-based trade compliance personnel provided to another Bosch business unit regarding sales of sensors to Huawei. That guidance, sent via email, stated that "depending on where the goods were made and what machinery/equipment was used to make the sensor we would need to consider the Foreign Direct Product Rule (FDPR) and . . . if the machinery/testing equipment, etc. used to make the sensor was the direct product of US software or technology." The BST contract management employee forwarded the email with this guidance to senior BST management, including the BST Managing Director (effectively, the chief executive officer of BST) and the BST Executive, and noted that the guidance "may be relevant" for BST. After the BST Managing Director received this email, the BST Managing Director forwarded the email to the BST Executive and instructed the BST Executive to "make sure that answers here are controlled by you." When the contract management employee followed up with BST Managing Director and BST Executive after they did not respond to the employee's previous email, the BST Executive asked to have an in-person meeting with the employee. After this meeting, there is no evidence that BST attempted to follow up on the guidance or determine whether the FDP Rule might affect BST's ability to sell its BST Sensors to Huawei.
20. In June 2023, in connection with potentially onboarding Company Five as a new contract semiconductor manufacturer, Company Five informed BST that BST would not be able to provide any products containing items that Company Five manufactured to Huawei without obtaining the appropriate authorization. When BST procurement personnel asked why BST would not be able to sell products from Company Five to Huawei, Company Five emailed BST and cited the FDP Rule. In the email, Company Five also provided background to BST about the \$300 million April 2023 penalty that BIS issued against Seagate Technology LLC and its affiliate in Singapore for sales to Huawei without authorization.¹⁴ A BST contract manager forwarded Company Five's response to a Bosch trade compliance professional in Germany and separately to BST's Managing Director. The trade compliance professional in Germany erroneously advised that Company Five's position was based on its "internal policy" and not compelled by U.S. export requirements. BST's Managing Director responded that Company Five's position

¹⁴ See www.bis.gov/node/20250.

made Company Five an unsuitable supplier for BST semiconductors. There is no evidence that BST management, procurement, or trade compliance personnel made appropriate efforts to understand why the FDP Rule restrictions cited by Company Five would not affect BST's other suppliers or its ability to sell BST Sensors to Huawei.

21. Between 2021 and 2024, BST employees signed multiple compliance certifications for two of its contract semiconductor manufacturers involved in the BST Sensor production process, including Company Two. Each of these certifications noted that items produced by the manufacturers were subject to the EAR and required that BST certify that it would not provide any such items to an entity with a footnote 1 designation in Supplement No. 4 to Part 744 of the EAR. The relevant BST personnel repeatedly signed these certifications and later explained that they did so because they did not understand that Huawei was an entity with a footnote 1 designation.
22. Because of a lack of expertise and insufficient staffing during the relevant period, Bosch's export compliance personnel were unable to accurately advise BST regarding the potential effect of the August 2020 FDP Rule on BST's business with Huawei. Due to a lack of compliance processes during the relevant period, BST relied on erroneous compliance guidance for over four years despite a number of indications, outlined in paragraphs 15 through 21 above, that should have raised questions about the accuracy of the August 25, 2020 guidance. Moreover, although Bosch implemented an internal block on Huawei orders after BIS's August 2020 rule, Bosch trade compliance personnel in Germany repeatedly approved and released such orders for foreign-made BST Sensors during the relevant period on the basis of the erroneous compliance advice provided on August 25, 2020.
23. As a result, on 103 occasions between September 16, 2020 and September 26, 2024, Bosch engaged in conduct prohibited by the Regulations when Bosch, through BST, sold and exported from abroad approximately \$70,423,230 worth of BST Sensors to Huawei for use in consumer and automotive applications without a license or other authorization from BIS.

ETAS's Sales of Software to Huawei Without Authorization

24. After the August 2020 changes to the FDP Rule, Bosch trade compliance personnel in the United States and Germany attempted to ascertain how the changes affected Bosch's automotive software sales to Huawei. At the time, Bosch trade compliance personnel reviewed ETAS's sales to Huawei in an effort to ensure compliance with U.S. export controls, but they erroneously concluded that the FDP Rule applied only to physical goods and not to software. On multiple occasions between August and October 2020, Bosch trade compliance personnel erroneously advised ETAS personnel that the FDP Rule restrictions did not apply to software, including CysurHSM.

25. As a result, on six occasions between December 15, 2020 and April 10, 2024, Bosch engaged in conduct prohibited by the Regulations when Bosch, through ETAS, sold and exported from abroad approximately \$1,946,131 in CysurHSM software and related updates to Huawei without a license or other authorization from BIS.

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

WHEREAS, BIS and Bosch 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; and

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

IT IS THEREFORE ORDERED:

FIRST, Bosch shall be assessed a civil penalty in the amount of \$36,184,680. Bosch shall pay the U.S. Department of Commerce \$32,583,651 within 30 days of the date of this Order. Payment shall be made in the manner specified in the attached instructions. Payment of the remaining \$3,601,029 shall be suspended until Respondent makes payment of that amount as disgorgement pursuant to the terms of the DOJ Agreement, and thereafter shall be credited towards the total \$36,184,680 civil penalty amount due under this agreement. If Respondent fails to pay the disgorgement amount as required under the DOJ Agreement, then the suspension shall be revoked and the full amount of the suspended penalty shall be imposed and become immediately due.

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, Bosch 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, that the full and timely payment of the civil penalty in accordance with the payment schedule set forth above is hereby made a condition to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Bosch. Accordingly, if Bosch should fail to pay the civil penalty in a full and timely manner, the undersigned may issue an order denying all of Bosch's export privileges under the Regulations for a period of one year from the date of failure to make such payment.

FOURTH, 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.



David A. Peters
Assistant Secretary of Commerce for Export
Enforcement

Issued this 16th day of June, 2026.

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

In the Matter of:

Robert Bosch GmbH
Postfach 10 60 50
70049 Stuttgart, Germany

Respondent

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Robert Bosch GmbH (“Bosch” or the “Company”), 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 Bosch of its intention to initiate an administrative proceeding against Bosch, pursuant to the Regulations;

WHEREAS, BIS has issued a Proposed Charging Letter to Bosch that alleges that Bosch committed 109 violations of the Regulations, specifically:

STATEMENT OF CHARGES

Charges 1 – 109 15 C.F.R. § 764.2(a) – Engaging in Prohibited Conduct

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² See 84 Fed. Reg. 22,961 (May 21, 2019).

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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.⁶
8. The applicable licensing policy provides that the sophistication and capabilities of technology in items is a factor in license application review, and that license applications for foreign-produced items that are capable of supporting the “development” or “production” of telecom systems, equipment, and devices below the 5G level (*e.g.*, 4G, 3G) will be reviewed on a case-by-case basis.⁷

Foreign Production of the BST Sensors

9. The BST Sensors at issue in these charges consist of eleven different models. Nine of these eleven models contained MEMS that Bosch manufactured in Germany using epitaxy machines provided by Company One (a non-U.S. company). The MEMS provided the BST Sensors with their mechanical sensing capabilities, which allowed the sensors to perform their core function. Bosch used epitaxy machines provided by Company One in the BST Sensor production process, particularly in the MEMS phase of sensor production. Specifically, Company One’s epitaxy machines were used to precisely deposit multiple epitaxial layers of silicon or other materials onto areas of the blank silicon wafer substrates to form the multilayered crystal structure of the MEMS. At all times relevant to these charges, Company

⁴ See 85 Fed. Reg. 51,596 (Aug. 20, 2020).

⁵ See 85 Fed. Reg. 51,596 (Aug. 20, 2020); *see also* 15 C.F.R. § 772.1 (defining the terms “knowledge,” “technology,” and “software”). Although the FDP Rule was initially introduced in the May 15, 2020, rule (*see* 85 Fed. Reg. 29849), the rule’s scope was modified by BIS’s subsequent Aug. 17, 2020, rule, which is the relevant and applicable FDP Rule for the conduct detailed herein.

⁶ See 15 C.F.R. § 748.5 (“Parties to the transaction”).

⁷ See 15 C.F.R. § 744.11(a)(2)(i).

One's epitaxy machines were the direct product of U.S. origin "technology" or "software" specified in an ECCN identified in paragraph (e)(1)(i)(B) of the FDP Rule.⁸ Company One's epitaxy equipment was also a major component of one of Bosch's plants that produced the BST Sensors.⁹ Because Bosch had "knowledge" that Huawei was an "end-user" and, therefore, a party to the transactions involving the BST Sensors, Bosch was prohibited from exporting from abroad to Huawei the BST Sensors containing the MEMS produced using Company One's epitaxy equipment without a BIS license.¹⁰

10. The remaining two of the eleven BST Sensor models at issue in these charges contain an Application-Specific Integrated Circuit ("ASIC") produced by Company Two (a non-U.S. company) for BST in a contract manufacturing arrangement. Company Two's ASIC production process is part of BST's overall BST Sensor production process. At all times relevant to these charges, Company Two produced the ASICs using equipment that was the direct product of U.S. origin "technology" or "software" specified in an ECCN identified in paragraph (e)(1)(i)(B) of the FDP Rule. The production equipment used by Company Two was also a major component of a plant that produced the relevant BST Sensors. Because Bosch had "knowledge" that Huawei was the "end-user" and, therefore, a party to the transactions involving the BST Sensors for which the ASICs were produced and incorporated as components, Bosch was prohibited from exporting from abroad to Huawei the BST Sensors containing the ASICs produced by Company Two without a BIS license.¹¹

Foreign Production of CysurHSM Software

11. ETAS used microcontrollers produced by Company Three (a non-U.S. company) in the testing of the hardware-dependent CysurHSM software for automotive ECUs. The tests using Company Three's microcontrollers occurred for every new release of CysurHSM, including maintenance, bug fixes, or other updates pursuant to maintenance support agreements. At all times relevant to these charges, Company Three's microcontrollers were the direct product of U.S.-origin "software" or "technology" specified in an ECCN identified in paragraph (e)(1)(i)(B) of the FDP Rule. Company Three's microcontrollers were also a major component of a plant that produced the CysurHSM software. Because Bosch had "knowledge" that Huawei was an "end-user" and, therefore, a party to the

⁸ This language is currently located in 15 C.F.R. § 734.9(e)(1)(i)(B) and was previously located in footnote 1 to Supplement No. 4 to Part 744 of the EAR.

⁹ A major component of a plant located outside the United States means equipment that is essential to the "production" of an item. 15 C.F.R. 734.9(a)(1)(i); 85 Fed. Reg. 29,839, 29,863 (May, 19 2020). "[A]ny "equipment" [in one of the FDP rule's specified ECCNs] that is involved in any of the production stages is considered essential." 85 Fed. Reg. 51,596, 51,601 (Aug. 20, 2020). "Production" means all production stages, such as: product engineering, manufacture, integration, assembly (mounting), inspection, testing, quality assurance. See 15 C.F.R. § 772.1.

¹⁰ See Supplement No. 4 to Part 744, footnote 1; 15 C.F.R. §§ 734.9(e), 744.11(a)(2)(i).

¹¹ See *id.*

transactions involving the CyscurHSM software, Bosch was prohibited from exporting from abroad to Huawei the CyscurHSM software without a BIS license.¹²

BST's Continued Shipments to Huawei Without BIS Authorization

12. During most of the relevant time period, Bosch's export controls compliance team in the United States primarily consisted of two employees. These employees were responsible for advising Bosch's central trade compliance function based in Germany and Bosch's non-U.S. businesses regarding compliance with U.S. export controls regulations. Only one of these employees was tasked primarily with advising on compliance with U.S. export controls. The second employee provided part time assistance with U.S. export controls compliance while also focusing on compliance with U.S. customs and tariffs. The U.S. trade compliance team included other employees primarily focused on U.S. customs and tariffs, who could occasionally assist with minor discrete export controls questions.
13. In general, Bosch had established compliance processes and procedures regarding export compliance, including U.S. export compliance. Those processes and procedures were designed to address whether Bosch's products were subject to the EAR based on where they were manufactured and their U.S.-origin content, among other things. However, Bosch's U.S. export compliance team did not have sufficient expertise or resources at the time to adequately address the August 2020 changes to the EAR, namely, the FDP Rule that expanded the restrictions for Huawei. Bosch's failure to have an effective U.S. export controls compliance program in place for BST and ETAS at this time contributed directly to the violations at issue in these charges. Communications among the U.S. and German trade compliance teams in August 2020 show general confusion about how to correctly interpret the product scope provisions of the FDP Rule added in August 2020. As a result of this confusion, in an email dated August 25, 2020, a trade compliance employee based in Germany erroneously advised BST management, including a senior manager reporting to the BST management board who at the time performed the chief financial and operating functions of BST ("BST Executive"),¹³ that BST products would not be subject to the EAR pursuant to BIS's August 2020 FDP Rule. The email stated: "Provided your products contain less than 25% U.S. content and the U.S. content used is not classified under one of the following ECCNs: [ECCNs listed in FDP Rule product scope], There is no impact, and no licensing requirements apply." The trade compliance employee in Germany erroneously commingled the concept of the De Minimis Rule, which depends on a certain amount of incorporated U.S. origin content that is controlled for a destination, and the concept of the FDP Rule, which depends on the software, technology, and equipment used to produce an item rather than incorporated content.

¹² See *id.*

¹³ The BST Executive served in that role during the relevant period through mid-2023.

14. As described in more detail below, the BST Executive accepted this advice and continued to rely on it throughout the relevant period despite numerous subsequent indications that this advice was erroneous. Moreover, Bosch's internal controls during the relevant period were insufficient to ensure that compliance advice was broadly distributed and independently reviewed or reassessed to ensure it was correct or updated to reflect new facts.

BST Employees Repeatedly Overlooked Indications that the FDP Rule Captured BST Sensors

15. On September 2, 2020, Company Four—an outsourced semiconductor assembly and test services provider with facilities outside the United States—sent a letter to BST's purchasing department in Germany that explained the FDP Rule and advised BST that it should assume that the equipment involved in Company Four's assembly and test processes triggered the product scope provisions of the FDP Rule. The letter further explained that processing on the same equipment at any other entity's facilities may likewise trigger the product scope of the FDP Rule. Company Four also requested that BST complete a compliance certification stating whether any products processed by Company Four "will be incorporated into . . . any part, component, or equipment produced, purchased, or ordered, by Huawei" or if "Huawei is a party to any transaction involving [Company Four's] product." If BST were to answer "yes", the certification required BST to provide a BIS license number or an explanation for why a license was not required.
16. BST's purchasing and logistics personnel in Germany then forwarded Company Four's letter to the BST Executive. At the BST Executive's request, the BST logistics personnel coordinated with Bosch's trade compliance personnel in Germany regarding a response. Bosch's trade compliance personnel in Germany drafted a general yet inaccurate response to Company Four's letter. BST's response, in a letter dated September 15, 2020 and signed by the BST Executive, stated that BST's "transactions with [Company Four] are in compliance with all applicable US export control and trade sanctions rules and that products of [Company Four] are not incorporated into, or used in products that are subject to [the] EAR." Company Four responded to BST's September 15, 2020 letter in an email to BST's purchasing personnel in Germany, noting that "the statement does not expressly address the recent changes to the . . . foreign direct product rules with respect to Huawei." Company Four further explicitly clarified in the same email that "equipment used at [Company Four] factories to work on customer products include U.S. export-controlled equipment" and that BST should "assume that transfer of any products worked on by [Company Four] to or for Huawei . . . may be prohibited under the EAR." BST's purchasing personnel in Germany took no further action with the communication. Despite the explicit warning from Company Four that BST could not provide products processed by Company Four to Huawei, BST, in reliance on the erroneous advice from Bosch's trade compliance personnel in Germany, did not conduct appropriate diligence to determine whether it was

providing products subject to the EAR to Huawei, and it did not analyze the warning from Company Four to determine whether Bosch's own understanding of the FDP Rule was consistent with the warnings from Company Four.

17. On September 4, 2020, a Bosch trade compliance professional based in the United States sent a request for information via email to Bosch businesses, including BST. The request was intended to ensure compliance with the August 2020 expansion of the FDP Rule. The email stated that "we need additional information from all business units currently producing items (physical goods) for Huawei either directly or indirectly." The email attached a spreadsheet with detailed questions about the production lines where Bosch businesses produced items sold to Huawei, including questions about the production equipment used and the ECCN of U.S.-origin software and technology used in the production process for these items. Instead of answering the questions, the BST Executive emailed the U.S. trade compliance professional and wrote, "we clarified that our products are not impacted by the regulation . . . [t]herefore, I would hope that the quest for information is not needed from our side. We are in a dire allocation situation and I am looking for every minute I can spare the team." As BST was focused on addressing the global semiconductor shortage at the time, it never responded to the specific questions in the September 4, 2020 email. Instead, BST employees responsible for responding to customer requests provided a spreadsheet that included some information about the manufacturing process and suppliers for the BST Sensors but without sufficient detail to determine whether the BST Sensors were subject to the EAR under the FDP Rule. Bosch's trade compliance personnel did not follow up with BST to ensure that BST provided the information necessary to complete the analysis under the FDP Rule. Had BST answered the specific questions in the September 4, 2020 email, Bosch's trade compliance personnel in the United States likely would have identified that the BST Sensors were within the product scope of the FDP Rule.
18. In February 2021, Company One requested that personnel at a Bosch production facility in Germany that produced BST Sensors complete an end-user certification in connection with items produced using Company One's epitaxy machines. The certification required the production facility personnel to acknowledge that "direct products of [the epitaxy machines] are subject to a license requirement under the EAR if the terms of the foreign-produced direct product rule . . . are met." Moreover, the certification requested that the personnel certify that the epitaxy machines will not be "used in the "production" or "development" of any part, component, or equipment produced, purchased, or ordered by an entity with a footnote 1 designation in Supplement No. 4 to Part 744 of the EAR." The production facility personnel requested from Bosch trade compliance professionals located in Germany advice on how to respond to Company One's certification. A Germany-based trade compliance employee advised the production facility personnel that Huawei is an entity with a footnote 1 designation which meant that "products manufactured with [Company One] Epitaxy Production Equipment must not be involved in business activities with Huawei . . . If this can be ensured, the

document can be signed.” When the BST Executive separately learned about Company One’s request for certification, the BST Executive provided the production facility personnel with the August 25, 2020 email from the prior trade compliance employee based in Germany that erroneously stated that the FDP Rule did not affect BST products. Despite the specific guidance provided by the Germany-based trade compliance employee in February 2021 that products manufactured using Company One’s epitaxy equipment could not be provided to Huawei, the production facility personnel relied on the August 25, 2020 email provided by the BST Executive and signed Company One’s certification without attempting to reconcile the erroneous internal Bosch guidance with the specific warning provided by Company One.

19. In May 2023, a contract management employee within BST learned of guidance from Bosch’s U.S.-based trade compliance personnel provided to another Bosch business unit regarding sales of sensors to Huawei. That guidance, sent via email, stated that “depending on where the goods were made and what machinery/equipment was used to make the sensor we would need to consider the Foreign Direct Product Rule (FDPR) and . . . if the machinery/testing equipment, etc. used to make the sensor was the direct product of US software or technology.” The BST contract management employee forwarded the email with this guidance to senior BST management, including the BST Managing Director (effectively, the chief executive officer of BST) and the BST Executive, and noted that the guidance “may be relevant” for BST. After the BST Managing Director received this email, the BST Managing Director forwarded the email to the BST Executive and instructed the BST Executive to “make sure that answers here are controlled by you.” When the contract management employee followed up with BST Managing Director and BST Executive after they did not respond to the employee’s previous email, the BST Executive asked to have an in-person meeting with the employee. After this meeting, there is no evidence that BST attempted to follow up on the guidance or determine whether the FDP Rule might affect BST’s ability to sell its BST Sensors to Huawei.
20. In June 2023, in connection with potentially onboarding Company Five as a new contract semiconductor manufacturer, Company Five informed BST that BST would not be able to provide any products containing items that Company Five manufactured to Huawei without obtaining the appropriate authorization. When BST procurement personnel asked why BST would not be able to sell products from Company Five to Huawei, Company Five emailed BST and cited the FDP Rule. In the email, Company Five also provided background to BST about the \$300 million April 2023 penalty that BIS issued against Seagate Technology LLC and its affiliate in Singapore for sales to Huawei without authorization.¹⁴ A BST contract manager forwarded Company Five’s response to a Bosch trade compliance professional in Germany and separately to BST’s Managing Director. The trade

¹⁴ See www.bis.gov/node/20250.

compliance professional in Germany erroneously advised that Company Five's position was based on its "internal policy" and not compelled by U.S. export requirements. BST's Managing Director responded that Company Five's position made Company Five an unsuitable supplier for BST semiconductors. There is no evidence that BST management, procurement, or trade compliance personnel made appropriate efforts to understand why the FDP Rule restrictions cited by Company Five would not affect BST's other suppliers or its ability to sell BST Sensors to Huawei.

21. Between 2021 and 2024, BST employees signed multiple compliance certifications for two of its contract semiconductor manufacturers involved in the BST Sensor production process, including Company Two. Each of these certifications noted that items produced by the manufacturers were subject to the EAR and required that BST certify that it would not provide any such items to an entity with a footnote 1 designation in Supplement No. 4 to Part 744 of the EAR. The relevant BST personnel repeatedly signed these certifications and later explained that they did so because they did not understand that Huawei was an entity with a footnote 1 designation.
22. Because of a lack of expertise and insufficient staffing during the relevant period, Bosch's export compliance personnel were unable to accurately advise BST regarding the potential effect of the August 2020 FDP Rule on BST's business with Huawei. Due to a lack of compliance processes during the relevant period, BST relied on erroneous compliance guidance for over four years despite a number of indications, outlined in paragraphs 15 through 21 above, that should have raised questions about the accuracy of the August 25, 2020 guidance. Moreover, although Bosch implemented an internal block on Huawei orders after BIS's August 2020 rule, Bosch trade compliance personnel in Germany repeatedly approved and released such orders for foreign-made BST Sensors during the relevant period on the basis of the erroneous compliance advice provided on August 25, 2020.
23. As a result, on 103 occasions between September 16, 2020 and September 26, 2024, Bosch engaged in conduct prohibited by the Regulations when Bosch, through BST, sold and exported from abroad approximately \$70,423,230 worth of BST Sensors to Huawei for use in consumer and automotive applications without a license or other authorization from BIS.

ETAS's Sales of Software to Huawei Without Authorization

24. After the August 2020 changes to the FDP Rule, Bosch trade compliance personnel in the United States and Germany attempted to ascertain how the changes affected Bosch's automotive software sales to Huawei. At the time, Bosch trade compliance personnel reviewed ETAS's sales to Huawei in an effort to ensure compliance with U.S. export controls, but they erroneously concluded that the FDP Rule applied only to physical goods and not to software. On multiple occasions between August and October 2020, Bosch trade compliance personnel erroneously advised ETAS

personnel that the FDP Rule restrictions did not apply to software, including CyscurHSM.

25. As a result, on six occasions between December 15, 2020 and April 10, 2024, Bosch engaged in conduct prohibited by the Regulations when Bosch, through ETAS, sold and exported from abroad approximately \$1,946,131 in CyscurHSM software and related updates to Huawei without a license or other authorization from BIS.

WHEREAS, Bosch has reviewed the Proposed Charging Letter and is aware of the allegations made against it and the administrative sanctions that could be imposed against it if the allegations are found to be true;

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

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

WHEREAS, the Parties enter into this Agreement having taken into consideration the letter agreement between the United States Department of Justice’s National Security Division (“DOJ”) and Bosch (“DOJ Agreement”);

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

WHEREAS, upon identifying the conduct at issue in the Proposed Charging Letter, Bosch immediately halted any related transactions, engaged external counsel to conduct a review, and timely filed a voluntary self-disclosure with BIS’s Office of Export Enforcement;

WHEREAS, Bosch fully cooperated with BIS’s Office of Export Enforcement;

WHEREAS, Bosch's senior management committed significant resources and attention to address this matter and implemented remedial measures designed to prevent future violations of U.S. export controls;

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

WHEREAS, Bosch 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 Bosch, under the Regulations, in connection with the matters alleged in the Proposed Charging Letter.

2. The following sanctions shall be imposed against Bosch:

a. Bosch shall be assessed a civil penalty in the amount of \$36,184,680. Bosch shall pay the U.S. Department of Commerce \$32,583,651 within 30 days of the date of this Order. Payment shall be made in the manner specified in the attached instructions. Payment of the remaining \$3,601,029 shall be suspended until Respondent makes payment of that amount pursuant to the terms of the DOJ Agreement, and thereafter shall be credited towards the total \$36,184,680 civil penalty amount due under this agreement. If Respondent fails to pay the disgorgement amount as required under the DOJ Agreement, then the suspension shall be revoked and the full amount of the suspended penalty shall be imposed and become immediately due.

b. The full and timely payment of the civil penalty agreed to in Paragraph 2.a, above is hereby made a condition to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be

granted, to Bosch. Failure to make full and timely payment of the civil penalty may result in the denial of all of Bosch's export privileges under the Regulations for one year from the date of the failure to make such payment.

3. Subject to the approval of this Agreement pursuant to Paragraph 7 hereof, Bosch 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. Bosch 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 Bosch pays in full the civil penalty agreed to in Paragraph 2.a of this Agreement.

4. BIS agrees that upon full and timely payment of the civil penalty as set forth in Paragraph 2.a above, BIS will not initiate any further administrative proceeding against Bosch in connection with any violation of the Regulations arising out of the transactions specifically detailed in the Proposed Charging Letter.

5. 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, or appropriate designee, pursuant to Section 766.18(a) of the Regulations, no Party may use this Agreement in any administrative or judicial

Robert Bosch GmbH
Settlement Agreement
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proceeding and the Parties shall not be bound by the terms contained in this Agreement in any subsequent administrative or judicial proceeding.

6. No agreement, understanding, representation or interpretation not contained in this Agreement may be used to vary or otherwise affect the terms of this Agreement or the Order, if issued; 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.

7. This Agreement shall become binding on the Parties only if the Assistant Secretary of Commerce for Export Enforcement, or appropriate designee, 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.

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

9. Each signatory affirms that he/she has authority to enter into this Settlement Agreement and to bind his/her respective party to the terms and conditions set forth herein.

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

STEVEN FISHER

Digitally signed by STEVEN
FISHER
Date: 2026.06.16 17:02:36 -04'00'

Steven Fisher
Acting Director of Export Enforcement

Date: _____

ROBERT BOSCH GMBH

Gabriel Harnier

Gabriel Harnier
Group General Counsel
Corporate Legal Services Department
Robert Bosch GmbH

Date: 6/15/2026

Reviewed and approved by:



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Robert Slack, Esq.
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Fenwick & West LLP
1155 F Street NW
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Washington, DC 20004
Counsel for Robert Bosch GmbH

Date: 

PROPOSED CHARGING LETTER

Robert Bosch GmbH
Postfach 10 60 50
70049 Stuttgart, Germany

Attention: Gabriel Harnier
Group General Counsel
Corporate Legal Services Department

Dear Mr. Harnier,

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has reason to believe that Robert Bosch GmbH (“Bosch” or the “Company”) committed 109 violations of the Export Administration Regulations (“EAR” or the “Regulations”).¹ Specifically, BIS charges the following violations:

STATEMENT OF CHARGES

Charges 1 – 109 15 C.F.R. § 764.2(a) – Engaging in Prohibited Conduct

1. As described in greater detail below, between September 16, 2020, and September 26, 2024, Bosch, through two of its German subsidiaries, engaged in conduct prohibited by the Regulations on 109 occasions when they sold, transferred, and/or exported from abroad approximately \$72,369,361 worth of Micro-Electro-Mechanical Systems (“MEMS”) sensor products and software, items subject to the EAR, to Huawei Technologies Co., Ltd. and its affiliates on the Entity List including Huawei Tech. Investment Co., Ltd., Hong Kong (collectively, “Huawei”) without the required license or other authorization from BIS.

Bosch and Relevant Subsidiaries

2. Bosch, headquartered in Stuttgart, Germany, is an international technology and services company with over 400,000 employees worldwide and annual revenue of approximately \$90 billion in 2024. Bosch has approximately 490 subsidiaries and regional companies in more than 60 countries. As relevant to these charges, two of Bosch’s fully-owned German subsidiaries are Bosch Sensortec GmbH (“BST”) and ETAS GmbH (“ETAS”).
3. BST manufactures and sells MEMS products that have a broad range of consumer applications, including in smartphones, wearable technology, and automobiles (the “BST Sensors”). The BST Sensors, which are classified as EAR99, are used to detect motion, direction, pressure, speed, orientation, and other external stimuli or sources of energy.

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2026). The charged violations occurred between 2020 and 2024. The Regulations governing the violations at issue are found in the 2020 through 2024 versions of the Code of Federal Regulations. The 2026 Regulations set forth the procedures that apply to this matter.

BST's total revenue during the relevant period was approximately 1% of Bosch's total revenue.

4. ETAS provides software, hardware, and development tools for the automotive industry, as well as consulting and engineering services to support software development. One of ETAS's software products is CycurHSM, which is hardware-dependent automotive firmware. CycurHSM drives the hardware security module that is physically encapsulated on the microchip of an electronic control unit ("ECU") to secure the ECU and its data transmission over the network in a vehicle. CycurHSM is classified as EAR99. ETAS's total revenue during the relevant period was approximately 0.5% of Bosch's total revenue.

Huawei Added to the Entity List

5. On May 16, 2019, Huawei and certain of its non-U.S. affiliates were added to the Entity List. 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."² 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. As a result of Huawei's addition to the Entity List, license 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. On August 19, 2019, an additional forty-six non-U.S. Huawei affiliates were placed on the Entity List.³

The Foreign-Produced Direct Product Rule

6. On May 15, 2020, BIS issued a rule expanding U.S. export jurisdiction to include certain foreign-produced products delivered to Huawei. On August 17, 2020, due to continued national security and foreign policy concerns, BIS further expanded the scope of the May 2020 controls "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."⁴ As relevant for this matter, effective August 17 2020, BIS imposed a license requirement on foreign-produced items 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, when the plant or major component of a plant . . . 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") (the "FDP Rule").⁵

² See 84 Fed. Reg. 22,961 (May 21, 2019).

³ See 84 Fed. Reg. 43,493 (Aug. 21, 2019).

⁴ See 85 Fed. Reg. 51,596 (Aug. 20, 2020).

⁵ See 85 Fed. Reg. 51,596 (Aug. 20, 2020); see also 15 C.F.R. § 772.1 (defining the terms "knowledge," "technology," and "software"). Although the FDP Rule was initially introduced in the May 15, 2020, rule (see 85

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.⁶
8. The applicable licensing policy provides that the sophistication and capabilities of technology in items is a factor in license application review, and that license applications for foreign-produced items that are capable of supporting the “development” or “production” of telecom systems, equipment, and devices below the 5G level (*e.g.*, 4G, 3G) will be reviewed on a case-by-case basis.⁷

Foreign Production of the BST Sensors

9. The BST Sensors at issue in these charges consist of eleven different models. Nine of these eleven models contained MEMS that Bosch manufactured in Germany using epitaxy machines provided by Company One (a non-U.S. company). The MEMS provided the BST Sensors with their mechanical sensing capabilities, which allowed the sensors to perform their core function. Bosch used epitaxy machines provided by Company One in the BST Sensor production process, particularly in the MEMS phase of sensor production. Specifically, Company One’s epitaxy machines were used to precisely deposit multiple epitaxial layers of silicon or other materials onto areas of the blank silicon wafer substrates to form the multilayered crystal structure of the MEMS. At all times relevant to these charges, Company One’s epitaxy machines were the direct product of U.S. origin “technology” or “software” specified in an ECCN identified in paragraph (e)(1)(i)(B) of the FDP Rule.⁸ Company One’s epitaxy equipment was also a major component of one of Bosch’s plants that produced the BST Sensors.⁹ Because Bosch had “knowledge” that Huawei was an “end-user” and, therefore, a party to the transactions involving the BST Sensors, Bosch was prohibited from exporting from abroad to Huawei the BST Sensors containing the MEMS produced using Company One’s epitaxy equipment without a BIS license.¹⁰
10. The remaining two of the eleven BST Sensor models at issue in these charges contain an Application-Specific Integrated Circuit (“ASIC”) produced by Company Two (a non-U.S. company) for BST in a contract manufacturing arrangement. Company Two’s ASIC production process is part of BST’s overall BST Sensor production process. At all times

Fed. Reg. 29849), the rule’s scope was modified by BIS’s subsequent Aug. 17, 2020, rule, which is the relevant and applicable FDP Rule for the conduct detailed herein.

⁶ See 15 C.F.R. § 748.5 (“Parties to the transaction”).

⁷ See 15 C.F.R. § 744.11(a)(2)(i).

⁸ This language is currently located in 15 C.F.R. § 734.9(e)(1)(i)(B) and was previously located in footnote 1 to Supplement No. 4 to Part 744 of the EAR.

⁹ A major component of a plant located outside the United States means equipment that is essential to the “production” of an item. 15 C.F.R. 734.9(a)(1)(i); 85 Fed. Reg. 29,839, 29,863 (May 19, 2020). “[A]ny “equipment” [in one of the FDP rule’s specified ECCNs] that is involved in any of the production stages is considered essential.” 85 Fed. Reg. 51,596, 51,601 (Aug. 20, 2020). “Production” means all production stages, such as: product engineering, manufacture, integration, assembly (mounting), inspection, testing, quality assurance. See 15 C.F.R. § 772.1.

¹⁰ See Supplement No. 4 to Part 744, footnote 1; 15 C.F.R. §§ 734.9(e), 744.11(a)(2)(i).

relevant to these charges, Company Two produced the ASICs using equipment that was the direct product of U.S. origin “technology” or “software” specified in an ECCN identified in paragraph (e)(1)(i)(B) of the FDP Rule. The production equipment used by Company Two was also a major component of a plant that produced the relevant BST Sensors. Because Bosch had “knowledge” that Huawei was the “end-user” and, therefore, a party to the transactions involving the BST Sensors for which the ASICs were produced and incorporated as components, Bosch was prohibited from exporting from abroad to Huawei the BST Sensors containing the ASICs produced by Company Two without a BIS license.¹¹

Foreign Production of CysurHSM Software

11. ETAS used microcontrollers produced by Company Three (a non-U.S. company) in the testing of the hardware-dependent CysurHSM software for automotive ECUs. The tests using Company Three’s microcontrollers occurred for every new release of CysurHSM, including maintenance, bug fixes, or other updates pursuant to maintenance support agreements. At all times relevant to these charges, Company Three’s microcontrollers were the direct product of U.S.-origin “software” or “technology” specified in an ECCN identified in paragraph (e)(1)(i)(B) of the FDP Rule. Company Three’s microcontrollers were also a major component of a plant that produced the CysurHSM software. Because Bosch had “knowledge” that Huawei was an “end-user” and, therefore, a party to the transactions involving the CysurHSM software, Bosch was prohibited from exporting from abroad to Huawei the CysurHSM software without a BIS license.¹²

BST’s Continued Shipments to Huawei Without BIS Authorization

12. During most of the relevant time period, Bosch’s export controls compliance team in the United States primarily consisted of two employees. These employees were responsible for advising Bosch’s central trade compliance function based in Germany and Bosch’s non-U.S. businesses regarding compliance with U.S. export controls regulations. Only one of these employees was tasked primarily with advising on compliance with U.S. export controls. The second employee provided part time assistance with U.S. export controls compliance while also focusing on compliance with U.S. customs and tariffs. The U.S. trade compliance team included other employees primarily focused on U.S. customs and tariffs, who could occasionally assist with minor discrete export controls questions.
13. In general, Bosch had established compliance processes and procedures regarding export compliance, including U.S. export compliance. Those processes and procedures were designed to address whether Bosch’s products were subject to the EAR based on where they were manufactured and their U.S.-origin content, among other things. However, Bosch’s U.S. export compliance team did not have sufficient expertise or resources at the time to adequately address the August 2020 changes to the EAR, namely, the FDP Rule that expanded the restrictions for Huawei. Bosch’s failure to have an effective U.S. export

¹¹ See *id.*

¹² See *id.*

controls compliance program in place for BST and ETAS at this time contributed directly to the violations at issue in these charges. Communications among the U.S. and German trade compliance teams in August 2020 show general confusion about how to correctly interpret the product scope provisions of the FDP Rule added in August 2020. As a result of this confusion, in an email dated August 25, 2020, a trade compliance employee based in Germany erroneously advised BST management, including a senior manager reporting to the BST management board who at the time performed the chief financial and operating functions of BST (“BST Executive”),¹³ that BST products would not be subject to the EAR pursuant to BIS’s August 2020 FDP Rule. The email stated: “Provided your products contain less than 25% U.S. content and the U.S. content used is not classified under one of the following ECCNs: [ECCNs listed in FDP Rule product scope], There is no impact, and no licensing requirements apply.” The trade compliance employee in Germany erroneously commingled the concept of the De Minimis Rule, which depends on a certain amount of incorporated U.S. origin content that is controlled for a destination, and the concept of the FDP Rule, which depends on the software, technology, and equipment used to produce an item rather than incorporated content.

14. As described in more detail below, the BST Executive accepted this advice and continued to rely on it throughout the relevant period despite numerous subsequent indications that this advice was erroneous. Moreover, Bosch’s internal controls during the relevant period were insufficient to ensure that compliance advice was broadly distributed and independently reviewed or reassessed to ensure it was correct or updated to reflect new facts.

BST Employees Repeatedly Overlooked Indications that the FDP Rule Captured BST Sensors

15. On September 2, 2020, Company Four—an outsourced semiconductor assembly and test services provider with facilities outside the United States—sent a letter to BST’s purchasing department in Germany that explained the FDP Rule and advised BST that it should assume that the equipment involved in Company Four’s assembly and test processes triggered the product scope provisions of the FDP Rule. The letter further explained that processing on the same equipment at any other entity’s facilities may likewise trigger the product scope of the FDP Rule. Company Four also requested that BST complete a compliance certification stating whether any products processed by Company Four “will be incorporated into . . . any part, component, or equipment produced, purchased, or ordered, by Huawei” or if “Huawei is a party to any transaction involving [Company Four’s] product.” If BST were to answer “yes”, the certification required BST to provide a BIS license number or an explanation for why a license was not required.
16. BST’s purchasing and logistics personnel in Germany then forwarded Company Four’s letter to the BST Executive. At the BST Executive’s request, the BST logistics personnel coordinated with Bosch’s trade compliance personnel in Germany regarding a response. Bosch’s trade compliance personnel in Germany drafted a general yet inaccurate response

¹³ The BST Executive served in that role during the relevant period through mid-2023.

to Company Four's letter. BST's response, in a letter dated September 15, 2020 and signed by the BST Executive, stated that BST's "transactions with [Company Four] are in compliance with all applicable US export control and trade sanctions rules and that products of [Company Four] are not incorporated into, or used in products that are subject to [the] EAR." Company Four responded to BST's September 15, 2020 letter in an email to BST's purchasing personnel in Germany, noting that "the statement does not expressly address the recent changes to the . . . foreign direct product rules with respect to Huawei." Company Four further explicitly clarified in the same email that "equipment used at [Company Four] factories to work on customer products include U.S. export-controlled equipment" and that BST should "assume that transfer of any products worked on by [Company Four] to or for Huawei . . . may be prohibited under the EAR." BST's purchasing personnel in Germany took no further action with the communication. Despite the explicit warning from Company Four that BST could not provide products processed by Company Four to Huawei, BST, in reliance on the erroneous advice from Bosch's trade compliance personnel in Germany, did not conduct appropriate diligence to determine whether it was providing products subject to the EAR to Huawei, and it did not analyze the warning from Company Four to determine whether Bosch's own understanding of the FDP Rule was consistent with the warnings from Company Four.

17. On September 4, 2020, a Bosch trade compliance professional based in the United States sent a request for information via email to Bosch businesses, including BST. The request was intended to ensure compliance with the August 2020 expansion of the FDP Rule. The email stated that "we need additional information from all business units currently producing items (physical goods) for Huawei either directly or indirectly." The email attached a spreadsheet with detailed questions about the production lines where Bosch businesses produced items sold to Huawei, including questions about the production equipment used and the ECCN of U.S.-origin software and technology used in the production process for these items. Instead of answering the questions, the BST Executive emailed the U.S. trade compliance professional and wrote, "we clarified that our products are not impacted by the regulation . . . [t]herefore, I would hope that the quest for information is not needed from our side. We are in a dire allocation situation and I am looking for every minute I can spare the team." As BST was focused on addressing the global semiconductor shortage at the time, it never responded to the specific questions in the September 4, 2020 email. Instead, BST employees responsible for responding to customer requests provided a spreadsheet that included some information about the manufacturing process and suppliers for the BST Sensors but without sufficient detail to determine whether the BST Sensors were subject to the EAR under the FDP Rule. Bosch's trade compliance personnel did not follow up with BST to ensure that BST provided the information necessary to complete the analysis under the FDP Rule. Had BST answered the specific questions in the September 4, 2020 email, Bosch's trade compliance personnel in the United States likely would have identified that the BST Sensors were within the product scope of the FDP Rule.
18. In February 2021, Company One requested that personnel at a Bosch production facility in Germany that produced BST Sensors complete an end-user certification in connection with

items produced using Company One's epitaxy machines. The certification required the production facility personnel to acknowledge that "direct products of [the epitaxy machines] are subject to a license requirement under the EAR if the terms of the foreign-produced direct product rule . . . are met." Moreover, the certification requested that the personnel certify that the epitaxy machines will not be "used in the "production" or "development" of any part, component, or equipment produced, purchased, or ordered by an entity with a footnote 1 designation in Supplement No. 4 to Part 744 of the EAR." The production facility personnel requested from Bosch trade compliance professionals located in Germany advice on how to respond to Company One's certification. A Germany-based trade compliance employee advised the production facility personnel that Huawei is an entity with a footnote 1 designation which meant that "products manufactured with [Company One] Epitaxy Production Equipment must not be involved in business activities with Huawei . . . If this can be ensured, the document can be signed." When the BST Executive separately learned about Company One's request for certification, the BST Executive provided the production facility personnel with the August 25, 2020 email from the prior trade compliance employee based in Germany that erroneously stated that the FDP Rule did not affect BST products. Despite the specific guidance provided by the Germany-based trade compliance employee in February 2021 that products manufactured using Company One's epitaxy equipment could not be provided to Huawei, the production facility personnel relied on the August 25, 2020 email provided by the BST Executive and signed Company One's certification without attempting to reconcile the erroneous internal Bosch guidance with the specific warning provided by Company One.

19. In May 2023, a contract management employee within BST learned of guidance from Bosch's U.S.-based trade compliance personnel provided to another Bosch business unit regarding sales of sensors to Huawei. That guidance, sent via email, stated that "depending on where the goods were made and what machinery/equipment was used to make the sensor we would need to consider the Foreign Direct Product Rule (FDPR) and . . . if the machinery/testing equipment, etc. used to make the sensor was the direct product of US software or technology." The BST contract management employee forwarded the email with this guidance to senior BST management, including the BST Managing Director (effectively, the chief executive officer of BST) and the BST Executive, and noted that the guidance "may be relevant" for BST. After the BST Managing Director received this email, the BST Managing Director forwarded the email to the BST Executive and instructed the BST Executive to "make sure that answers here are controlled by you." When the contract management employee followed up with BST Managing Director and BST Executive after they did not respond to the employee's previous email, the BST Executive asked to have an in-person meeting with the employee. After this meeting, there is no evidence that BST attempted to follow up on the guidance or determine whether the FDP Rule might affect BST's ability to sell its BST Sensors to Huawei.
20. In June 2023, in connection with potentially onboarding Company Five as a new contract semiconductor manufacturer, Company Five informed BST that BST would not be able to provide any products containing items that Company Five manufactured to Huawei without obtaining the appropriate authorization. When BST procurement personnel asked why BST

would not be able to sell products from Company Five to Huawei, Company Five emailed BST and cited the FDP Rule. In the email, Company Five also provided background to BST about the \$300 million April 2023 penalty that BIS issued against Seagate Technology LLC and its affiliate in Singapore for sales to Huawei without authorization.¹⁴ A BST contract manager forwarded Company Five's response to a Bosch trade compliance professional in Germany and separately to BST's Managing Director. The trade compliance professional in Germany erroneously advised that Company Five's position was based on its "internal policy" and not compelled by U.S. export requirements. BST's Managing Director responded that Company Five's position made Company Five an unsuitable supplier for BST semiconductors. There is no evidence that BST management, procurement, or trade compliance personnel made appropriate efforts to understand why the FDP Rule restrictions cited by Company Five would not affect BST's other suppliers or its ability to sell BST Sensors to Huawei.

21. Between 2021 and 2024, BST employees signed multiple compliance certifications for two of its contract semiconductor manufacturers involved in the BST Sensor production process, including Company Two. Each of these certifications noted that items produced by the manufacturers were subject to the EAR and required that BST certify that it would not provide any such items to an entity with a footnote 1 designation in Supplement No. 4 to Part 744 of the EAR. The relevant BST personnel repeatedly signed these certifications and later explained that they did so because they did not understand that Huawei was an entity with a footnote 1 designation.
22. Because of a lack of expertise and insufficient staffing during the relevant period, Bosch's export compliance personnel were unable to accurately advise BST regarding the potential effect of the August 2020 FDP Rule on BST's business with Huawei. Due to a lack of compliance processes during the relevant period, BST relied on erroneous compliance guidance for over four years despite a number of indications, outlined in paragraphs 15 through 21 above, that should have raised questions about the accuracy of the August 25, 2020 guidance. Moreover, although Bosch implemented an internal block on Huawei orders after BIS's August 2020 rule, Bosch trade compliance personnel in Germany repeatedly approved and released such orders for foreign-made BST Sensors during the relevant period on the basis of the erroneous compliance advice provided on August 25, 2020.
23. As a result, on 103 occasions between September 16, 2020 and September 26, 2024, Bosch engaged in conduct prohibited by the Regulations when Bosch, through BST, sold and exported from abroad approximately \$70,423,230 worth of BST Sensors to Huawei for use in consumer and automotive applications without a license or other authorization from BIS.

ETAS's Sales of Software to Huawei Without Authorization

24. After the August 2020 changes to the FDP Rule, Bosch trade compliance personnel in the United States and Germany attempted to ascertain how the changes affected Bosch's

¹⁴ See www.bis.gov/node/20250.

automotive software sales to Huawei. At the time, Bosch trade compliance personnel reviewed ETAS's sales to Huawei in an effort to ensure compliance with U.S. export controls, but they erroneously concluded that the FDP Rule applied only to physical goods and not to software. On multiple occasions between August and October 2020, Bosch trade compliance personnel erroneously advised ETAS personnel that the FDP Rule restrictions did not apply to software, including CycurHSM.

25. As a result, on six occasions between December 15, 2020 and April 10, 2024, Bosch engaged in conduct prohibited by the Regulations when Bosch, through ETAS, sold and exported from abroad approximately \$1,946,131 in CycurHSM software and related updates to Huawei without a license or other authorization from BIS.

* * * * *

Accordingly, Bosch is hereby notified that an administrative proceeding is instituted against it 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 \$374,474 per violation,¹⁵ or twice the value of the transaction that is the basis of the violation;¹⁶
- Denial of export privileges;
- Exclusion from practice before BIS; and/or
- Any other liability, sanction, or penalty available under law.

If Bosch fails 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.¹⁷ If Bosch defaults, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to Bosch. The Under Secretary of Commerce for Industry and Security may then impose up to the maximum penalty for the charges in this letter.

Bosch is further notified that it is entitled to an agency hearing on the record if it files a written demand for one with their answer.¹⁸ Bosch is also entitled to be represented by counsel or other authorized representative who has power of attorney to represent them.¹⁹

¹⁵ 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 89 Fed. Reg. 106,308 (Dec. 30, 2024) (adjusting for inflation the maximum civil monetary penalty under ECRA from \$364,992 to \$374,474, effective January 15, 2025).

¹⁶ See Export Control Reform Act of 2018, 50 U.S.C. § 4819(c)(1)(A).

¹⁷ See 15 C.F.R. §§ 766.6 and 766.7.

¹⁸ See 15 C.F.R. § 766.6.

¹⁹ See 15 C.F.R. §§ 766.3(a) and 766.4.

The Regulations provide for settlement without a hearing.²⁰ Should Bosch have a proposal to settle this case, Bosch should transmit it to the attorneys representing BIS named below.

Bosch is further notified that under the Small Business Regulatory Enforcement Flexibility Act, Bosch 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, the Company'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

In addition, a copy of the Company's answer must be served on BIS at the following address:

Chief Counsel for Industry and Security
Attention: Jonathan Vukicevich, Esq. and Michael Goldstein, Esq.
Room H-3839
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230

Jonathan Vukicevich and Michael Goldstein are the attorneys representing BIS in this case; any communications that Bosch may wish to have concerning this matter should occur through them. Mr. Vukicevich and Mr. Goldstein may be contacted via email at jvukicevich@doc.gov and mgoldstein@doc.gov, respectively.

Sincerely,

STEVEN FISHER

Digitally signed by STEVEN
FISHER
Date: 2026.06.16 17:01:04 -04'00'

Steven Fisher
Acting Director
Office of Export Enforcement

²⁰ See 15 C.F.R. § 766.18.

Schedule of Violations

Charge	Shipment Date	Product	Destination	Value	Violation
1	9/16/2020	CN BMI260 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$26,558	15 C.F.R. §764.2(a)
2	9/17/2020	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$87,545	15 C.F.R. §764.2(a)
3	9/23/2020	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$129,695	15 C.F.R. §764.2(a)
4	9/29/2020	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$82,628	15 C.F.R. §764.2(a)
5	10/8/2020	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$147,116	15 C.F.R. §764.2(a)
6	10/15/2020	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$123,773	15 C.F.R. §764.2(a)
7	10/22/2020	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$83,383	15 C.F.R. §764.2(a)
8	10/29/2020	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$41,106	15 C.F.R. §764.2(a)
9	11/4/2020	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$82,720	15 C.F.R. §764.2(a)
10	11/12/2020	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$104,140	15 C.F.R. §764.2(a)
11	11/19/2020	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$156,765	15 C.F.R. §764.2(a)
12	11/26/2020	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$146,957	15 C.F.R. §764.2(a)
13	12/10/2020	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$17,091	15 C.F.R. §764.2(a)
14	12/15/2020	52 weeks maintenance contract for a platform-based production license for Small Footprint of CycurHSM	Huawei Technologies Co. Ltd.	\$47,109	15 C.F.R. §764.2(a)
14	12/15/2020	Platform-based production license for Small Footprint Variant of CycurHSM 2.x	Huawei Technologies Co. Ltd.	\$353,317	15 C.F.R. §764.2(a)
14	12/15/2020	Platform-based production license for Standard Variant of CycurHSM 2.x	Huawei Technologies Co. Ltd.	\$606,292	15 C.F.R. §764.2(a)
14	12/15/2020	52 weeks maintenance contract for a platform-based production license for Standard-variant of CycurHSM	Huawei Technologies Co. Ltd.	\$80,839	15 C.F.R. §764.2(a)

15	12/19/2020	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$69,031	15 C.F.R. §764.2(a)
16	3/26/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$40,831	15 C.F.R. §764.2(a)
17	4/7/2021	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$312,113	15 C.F.R. §764.2(a)
18	4/12/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$35,321	15 C.F.R. §764.2(a)
19	4/15/2021	BMI160 Inertial Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$84,059	15 C.F.R. §764.2(a)
20	4/19/2021	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$42,411	15 C.F.R. §764.2(a)
20	4/19/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$44,600	15 C.F.R. §764.2(a)
21	5/3/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$59,620	15 C.F.R. §764.2(a)
21	5/3/2021	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$316,549	15 C.F.R. §764.2(a)
22	5/25/2021	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$43,134	15 C.F.R. §764.2(a)
22	5/25/2021	BMI160 Inertial Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$107,436	15 C.F.R. §764.2(a)
23	5/31/2021	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$42,996	15 C.F.R. §764.2(a)
24	6/16/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$59,916	15 C.F.R. §764.2(a)
24	6/16/2021	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$318,124	15 C.F.R. §764.2(a)
25	6/23/2021	BMI160 Inertial Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$146,931	15 C.F.R. §764.2(a)
26	6/28/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$26,560	15 C.F.R. §764.2(a)
27	7/7/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$17,506	15 C.F.R. §764.2(a)
27	7/7/2021	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$309,829	15 C.F.R. §764.2(a)
28	8/3/2021	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$311,299	15 C.F.R. §764.2(a)
29	8/12/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$26,110	15 C.F.R. §764.2(a)
30	8/26/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$17,444	15 C.F.R. §764.2(a)

31	9/13/2021	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$309,986	15 C.F.R. §764.2(a)
32	9/21/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$34,778	15 C.F.R. §764.2(a)
33	9/27/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$8,678	15 C.F.R. §764.2(a)
34	10/11/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$14,303	15 C.F.R. §764.2(a)
34	10/11/2021	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$364,518	15 C.F.R. §764.2(a)
35	10/25/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$28,697	15 C.F.R. §764.2(a)
36	11/8/2021	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$365,085	15 C.F.R. §764.2(a)
37	11/22/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$41,752	15 C.F.R. §764.2(a)
38	11/25/2021	BMA550 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$13,323	15 C.F.R. §764.2(a)
38	11/25/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$19,374	15 C.F.R. §764.2(a)
38	11/25/2021	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$35,267	15 C.F.R. §764.2(a)
39	11/30/2021	52 weeks maintenance contract for a platform-based production license for Small Footprint of CycurHSM	Huawei Technologies Co. Ltd.	\$87,468	15 C.F.R. §764.2(a)
39	11/30/2021	52 weeks maintenance contract for a platform-based production license for Standard-variant of CycurHSM	Huawei Technologies Co. Ltd.	\$150,095	15 C.F.R. §764.2(a)
40	12/7/2021	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$289,329	15 C.F.R. §764.2(a)
41	12/17/2021	BMP380 Sensor Module	Huawei TECH. INVESTMENT Co. Ltd.	\$52,966	15 C.F.R. §764.2(a)
42	1/7/2022	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$17,851	15 C.F.R. §764.2(a)
43	2/18/2022	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$53,408	15 C.F.R. §764.2(a)
44	3/23/2022	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$34,581	15 C.F.R. §764.2(a)
45	4/29/2022	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$7,502	15 C.F.R. §764.2(a)

45	4/29/2022	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$33,122	15 C.F.R. \$764.2(a)
46	5/10/2022	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$33,103	15 C.F.R. \$764.2(a)
47	6/13/2022	BMA550 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$74,513	15 C.F.R. \$764.2(a)
47	6/13/2022	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$32,805	15 C.F.R. \$764.2(a)
48	6/27/2022	CN BMI260 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$51,542	15 C.F.R. \$764.2(a)
49	7/12/2022	CN BMI260 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$24,478	15 C.F.R. \$764.2(a)
49	7/12/2022	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$31,651	15 C.F.R. \$764.2(a)
50	8/12/2022	CN BMI260 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$24,935	15 C.F.R. \$764.2(a)
50	8/12/2022	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$80,605	15 C.F.R. \$764.2(a)
51	9/8/2022	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$3,136	15 C.F.R. \$764.2(a)
52	9/16/2022	CN BMI260 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$21,907	15 C.F.R. \$764.2(a)
52	9/16/2022	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$62,950	15 C.F.R. \$764.2(a)
53	10/22/2022	CN BMI260 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$4,792	15 C.F.R. \$764.2(a)
53	10/22/2022	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$30,978	15 C.F.R. \$764.2(a)
54	11/22/2022	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$32,302	15 C.F.R. \$764.2(a)
55	11/30/2022	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$2,731,466	15 C.F.R. \$764.2(a)
56	12/16/2022	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$33,351	15 C.F.R. \$764.2(a)
57	1/4/2023	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$100,149	15 C.F.R. \$764.2(a)
58	2/24/2023	BMI323 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$4,755,795	15 C.F.R. \$764.2(a)
58	2/24/2023	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$501,942	15 C.F.R. \$764.2(a)
58	2/24/2023	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$1,684,089	15 C.F.R. \$764.2(a)

58	2/24/2023	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$149,162	15 C.F.R. §764.2(a)
59	2/27/2023	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$33,307	15 C.F.R. §764.2(a)
60	3/13/2023	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$458,342	15 C.F.R. §764.2(a)
60	3/13/2023	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$33,738	15 C.F.R. §764.2(a)
61	3/16/2023	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$66,778	15 C.F.R. §764.2(a)
62	4/17/2023	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$68,620	15 C.F.R. §764.2(a)
63	4/24/2023	52 weeks maintenance contract for a platform-based production license of CycurHSM 2.x	Huawei Technologies Co. Ltd.	\$60,101	15 C.F.R. §764.2(a)
63	4/24/2023	CycurHSM 2.X Platform-based Production License for Huawei Standard Low Footprint Variant on ST Bernina	Huawei Technologies Co. Ltd.	\$300,507	15 C.F.R. §764.2(a)
64	5/3/2023	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$2,067,378	15 C.F.R. §764.2(a)
64	5/3/2023	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$104,194	15 C.F.R. §764.2(a)
65	5/8/2023	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$69,281	15 C.F.R. §764.2(a)
66	5/15/2023	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$85,453	15 C.F.R. §764.2(a)
67	5/27/2023	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$3,522,434	15 C.F.R. §764.2(a)
68	6/5/2023	SMI130 Yaw Rate Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$185,352	15 C.F.R. §764.2(a)
69	7/10/2023	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$989,190	15 C.F.R. §764.2(a)
70	7/27/2023	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$29,145	15 C.F.R. §764.2(a)
71	8/21/2023	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$940,723	15 C.F.R. §764.2(a)
72	8/26/2023	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$1,090,566	15 C.F.R. §764.2(a)
73	9/11/2023	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$233,746	15 C.F.R. §764.2(a)

74	9/15/2023	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$21,880	15 C.F.R. §764.2(a)
74	9/15/2023	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$194,249	15 C.F.R. §764.2(a)
74	9/15/2023	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$232,202	15 C.F.R. §764.2(a)
75	9/23/2023	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$21,853	15 C.F.R. §764.2(a)
76	10/16/2023	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$2,480,419	15 C.F.R. §764.2(a)
77	10/25/2023	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$15,187	15 C.F.R. §764.2(a)
77	10/25/2023	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$437,501	15 C.F.R. §764.2(a)
78	10/27/2023	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$39,084	15 C.F.R. §764.2(a)
79	11/6/2023	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$444,281	15 C.F.R. §764.2(a)
80	11/15/2023	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$1,276,313	15 C.F.R. §764.2(a)
81	11/20/2023	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$4,487	15 C.F.R. §764.2(a)
81	11/20/2023	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$179,279	15 C.F.R. §764.2(a)
82	11/27/2023	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$161,430	15 C.F.R. §764.2(a)
82	11/27/2023	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$1,929,287	15 C.F.R. §764.2(a)
83	12/11/2023	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$1,661,959	15 C.F.R. §764.2(a)
84	12/15/2023	52 weeks maintenance contract for a platform-based production license of CycurHSM 2.x	Huawei Technologies Co. Ltd.	\$59,442	15 C.F.R. §764.2(a)
85	12/20/2023	52 weeks maintenance contract for a platform-based production license of CycurHSM 2.x	Huawei Technologies Co. Ltd.	\$59,720	15 C.F.R. §764.2(a)
86	12/22/2023	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$114,483	15 C.F.R. §764.2(a)
87	1/4/2024	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$59,825	15 C.F.R. §764.2(a)

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87	1/4/2024	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$2,718,826	15 C.F.R. §764.2(a)
88	1/23/2024	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$94,754	15 C.F.R. §764.2(a)
89	1/26/2024	BMI323 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$1,488,099	15 C.F.R. §764.2(a)
90	1/30/2024	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$149,105	15 C.F.R. §764.2(a)
91	2/19/2024	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$45,004	15 C.F.R. §764.2(a)
92	2/21/2024	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$2,392,942	15 C.F.R. §764.2(a)
93	2/23/2024	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$40,941	15 C.F.R. §764.2(a)
93	2/23/2024	BMI323 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$1,482,895	15 C.F.R. §764.2(a)
94	3/11/2024	BMA422B Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$21,747	15 C.F.R. §764.2(a)
95	3/20/2024	BMI323 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$1,486,729	15 C.F.R. §764.2(a)
96	3/25/2024	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$2,397,144	15 C.F.R. §764.2(a)
97	3/27/2024	BMA422 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$71,062	15 C.F.R. §764.2(a)
98	4/10/2024	52 weeks maintenance contract for a platform-based production license of CycurHSM 2.x	Huawei Technologies Co. Ltd.	\$141,242	15 C.F.R. §764.2(a)
99	4/10/2024	BMA422 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$42,733	15 C.F.R. §764.2(a)
100	4/22/2024	BMM350 Magnetic Field Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$4,049	15 C.F.R. §764.2(a)
100	4/22/2024	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$3,535,329	15 C.F.R. §764.2(a)
101	4/24/2024	BMI323 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$1,774,042	15 C.F.R. §764.2(a)
102	4/25/2024	BMA422 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$198,414	15 C.F.R. §764.2(a)
102	4/25/2024	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$134,013	15 C.F.R. §764.2(a)
103	5/22/2024	BMI323 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$1,798,776	15 C.F.R. §764.2(a)

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103	5/22/2024	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$2,709	15 C.F.R. §764.2(a)
104	5/27/2024	BMA422 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$10,798	15 C.F.R. §764.2(a)
104	5/27/2024	BMM350 Magnetic Field Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$41,238	15 C.F.R. §764.2(a)
104	5/27/2024	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$3,600,694	15 C.F.R. §764.2(a)
105	6/28/2024	BMI323 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$1,822,477	15 C.F.R. §764.2(a)
105	6/28/2024	BMM350 Magnetic Field Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$179,088	15 C.F.R. §764.2(a)
105	6/28/2024	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$3,553,910	15 C.F.R. §764.2(a)
106	7/24/2024	BMM350 Magnetic Field Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$8,248	15 C.F.R. §764.2(a)
107	8/6/2024	BMM350 Magnetic Field Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$174,379	15 C.F.R. §764.2(a)
108	9/25/2024	BMI323 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$1,849,738	15 C.F.R. §764.2(a)
108	9/25/2024	BMM350 Magnetic Field Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$330,279	15 C.F.R. §764.2(a)
108	9/25/2024	BMP580 Pressure Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$158,788	15 C.F.R. §764.2(a)
109	9/26/2024	CN BMI270 Sensor	Huawei TECH. INVESTMENT Co. Ltd.	\$3,710,851	15 C.F.R. §764.2(a)