

Special Terms and Conditions for the provision of Consultancy and Training Services (01/2017)

1. Scope and contract components

- 1.1 The Special Terms and Conditions ("**STC**") set out below shall apply to orders for the performance of consultancy as well as training services placed by Bayerische Motoren Werke Aktiengesellschaft ("BMW AG") and its affiliates in the sense of § 15 of the German Stock Corporation Act and companies in which BMW AG directly or indirectly holds at least 50% of the shares of voting rights (hereinafter known as a whole as the "BMW Group").
- 1.2 The company within the BMW Group which actually places the order for the consultancy or training services shall, hereinafter, be known as "**BMW**". The other party to the contract shall hereinafter be known as the "**Contractor**".
- 1.3 These STC shall supplement the latest version of the General Contract Terms ("**GTC**") for purchases by BMW AG (Indirect Purchasing Department). The GTC shall apply unless these STC state something specific or contrary to them.
- 1.4 In the event of a conflict between the GTC and these STC, these STC shall take precedence over the GTC.

2. Additional Duties

In addition to the duties set forth in Section 3 of the GTC, the Contractor undertakes to carry out the following actions at no additional remuneration:

In addition to section 3.2 of the GTC, the following shall apply:

The Contractor must obtain any official permits or consents from third parties required for the fulfillment of the contract at its own expense and must provide BMW with proof thereof.

2.A. In case of provision of consultancy services

- 2.1 If the contract is terminated before the service provision is completed, the Contractor shall provide BMW and any successor appointed by BMW (hereinafter collectively referred to as "**Successor**") with all necessary support in order to ensure an orderly and smooth transfer of the service provision to the Successor ("**Termination Support**"). The costs for Termination Support are covered by the agreed remuneration and will not be reimbursed separately.

The Contractor shall actively support the transfer of all information to the Successor as part of the Termination Support and shall provide the Successor with all information that the Successor reasonably requires.

This includes in particular:

- a. Active support of the know-how transfer from the Contractor to the Successor.
 - b. Handover of all documents, information, records, etc. relevant for the continuation of the service provision; in case of electronic data in the form required by the Successor.
 - c. Support from Contractor's employees who carried out the service provision.
- 2.2 BMW shall support the Contractor - to the extent possible and necessary - by providing any materials, information and data required in order to perform the consultancy services.
 - 2.3 The Contractor agrees to refrain from any competition with respect to BMW's business field during the term of the service provision and for a period of two years after its termination. During the duration of the project the Contractor is in particular obliged to refrain from performing any service in the similar field for any company competing with the BMW Group, whether self-employed, employed or otherwise. The Contractor shall impose corresponding obligations on his employees, insofar as they are involved in the service provision. BMW is entitled to reject the service provision by certain persons in justified cases.

If in an individual case there is any doubt about whether particular conduct by the Contractor is compatible with its consultancy work for BMW, the Contractor shall inform BMW in good time before taking on such work and obtain a written consent of BMW.

2.B. In case of provision of Training Services:

- 2.1 The Contractor undertakes to familiarize itself with the BMW Group design principles (BMW Corporate Identity Programme) at the responsible BMW specialist department for corporate identity & design and to make those principles the basis for all work.
- 2.2 In addition to section 3.3 of the GTC, the following shall apply:

If the Contractor intends to engage subcontractors for services to prepare print media (such as typesetting, reproduction, printing, etc.) it must first find out from the relevant purchasing department whether these subcontractors have already concluded relevant Framework Agreement for carrying out such work. If requested to do so by BMW, the Contractor shall then engage a BMW Framework Agreement partner for said work.

- 2.3 The Contractor undertakes to use GWA (Gesamtverband Kommunikationsagenturen) or CMC (Commercial Movie Calculator, www.cmc-home.eu) if it is engaged for film projects. The Contractor shall ensure that it obtains the required licenses.

3. Documents, Data and Data Carriers

- 3.1 All documents, advertising materials and other products, which were handed over to the Contractor or created by the contractor for BMW in the course of the service provision, shall remain or become property of BMW at the time of its creation (constructive possession under § 930 of the German Civil Code [BGB]).

The Contractor shall be responsible for handling said property of BMW with care and shall protect it against access by third parties and, if applicable, shall inform BMW thereof without undue delay.

- 3.2 At BMW's request, the Contractor shall keep documents and data carriers relating to the joint contract relationship at its premises free of charge. The Contractor must only keep other items safe at BMW's request only if BMW undertakes to pay any storage costs. Unless agreed otherwise, these items shall be returned at the latest two years after the conclusion of the project or the Contractor may, by agreement with and at the expense of BMW, destroy said items.

4. Warranty

- 4.1 The Contractor shall perform the consultancy and training services using scientific care and the customary diligence in the trade to the best of its abilities on the basis of scientific and technical state of the art and gives the warranties pursuant to the statutory provisions. Apart from that, section 12 of the GTC applies.

5. Remuneration

The following provision shall be added to Section 9 Remuneration of the GTC:

If the separate charging of travelling expenses has been expressly agreed, these shall be reimbursed pursuant to the "BMW travelling expenses information sheet for BMW AG contractors" („BMW Merkblatt Reisekosten für Fremdarbeitskräfte“) and in compliance with the fiscal regulations as long as BMW agreed to the trip in writing in advance. Hospitality expenses shall not be reimbursed by BMW.

The information sheet has been published on the BMW Partner Portal of the BMW Group under <https://b2b.bmwgroup.net> → Departments → Purchasing / indirect material → Purchasing conditions. Otherwise the agreed travel expenses apply.

6. Intellectual property rights and rights of use

Section 13 of the GTC shall apply with the following exceptions:

Section 13.3 shall be replaced by the following section 6.1:

The Contractor hereby transfers all rights of use of copyrights and exploitation rights, commercial intellectual property rights and legal positions similar to them to the contractual services, ideas, drafts and other results created under this contract to BMW without any further conditions and at no additional remuneration at the time of their creation.

The Contractor shall ensure and bear liability for ensuring that all rights of use of copyright and exploitation rights, commercial intellectual property rights and legal positions similar to them of third parties to the contractual services, ideas, drafts and other results created under this contract shall be transferred to BMW without any further conditions and at no additional remuneration at the time of their creation.

BMW shall be exclusively entitled to these rights with no geographical, temporal or content restrictions and they shall comprise the utility, performance, exhibition, broadcast / transmission, distribution, reproduction, editing, amendment and transfer rights (to third parties) and the right to save the results in any form.

The Contractor shall indemnify BMW from any compensation claims by third parties in this respect.

In addition to section 13 of the GTC, the following shall apply:

- 6.1 The Contractor will name any person who is the creator of the work results in the acceptance declaration, and will demonstrate to BMW that in such cases it has the right to transfer the rights of use to BMW. The Contractor shall ensure that persons who are entitled to be named as the copyright author of the goods / services created under this contract shall waive these naming rights for the usage in any specific case. The Contractor shall indemnify BMW from any claims by third parties in this respect.

- 6.2 The Contractor is not prevented from using the know-how acquired in the course of performing the services under the relevant Agreement for its own purposes, provided BMW's intellectual property rights and the rights of use assigned according to section 13 of the GTC are not interfered with and BMW's legitimate interests are not encroached upon. However, the Contractor may not use the work results created exclusively for BMW in performing this Agreement in its provision of services for any third parties and may, in particular, not copy them either in whole or in part.



7. Termination

BMW is entitled to terminate the entire Agreement or parts thereof at any time. In all other respects, Section 6 of the GTC applies.

8. Miscellaneous

- 8.1 The legal regulations, which the Contractor shall ensure compliance with in accordance with Section 3.2 of the GTC, include in particular relevant provisions regarding corruption prevention as well as antitrust law.
- 8.2 In order to ensure compliance with relevant anti-corruption and antitrust regulations, the Contractor shall implement appropriate compliance measures in his company in order to avoid violations of the law. This includes, in particular, proper selection of employees as well as compliance trainings for the employees who provide services to BMW.