



In the pre-tender and selection phase, these General Conditions have merely informational value and meet the sole purpose of allowing the Supplier's participation in the relevant auction and/or tender.

The acceptance of these Conditions in the pre-tender and selection phase is merely valid for purposes of acknowledgement, being insufficient to bind or have any effect between the Parties.

These General Conditions shall have binding power between the Parties only after the signing of the Contract, as per Annex 1.

By the submission of the first offer, BMW Bank will provide the contractual format that must be shared between the Parties as referenced in Art. 2.4 of the General Conditions.

General Terms and Conditions for the Purchase of Goods and/or the Provision of Services to BMW BANK GmbH – Italian Branch



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1. Scope of Application

- 1.1 These General Terms and Conditions ("**GTC**") govern the relationship for the supply of goods (with the exclusion of the production materials and vehicle components), including the software, and/or the provision of services (hereinafter the "**Indirect Purchases**", and in the singular, the "**Indirect Purchase**") by BMW Bank GmbH – Italian Branch ("**BMW Bank**").
- 1.2 The contractual counterparty shall hereinafter be referred to as the "**Supplier**".
- 1.3 BMW Bank and the Supplier may hereinafter also be referred to jointly as the "**Parties**", or each as the "**Party**".

2. Additional parts of the contract and conclusion of the contract

- 2.1 The Indirect Purchase Relationship (hereinafter also the "Indirect Purchase Relationship" or "Indirect Purchase Agreement") shall be considered actually completed with the issuance by BMW Bank of a Purchase Order or a Rate Table Order (hereinafter jointly the "**Order**") with the corresponding acceptance by the Supplier. The order that BMW Bank will submit to the Supplier shall consist of the specific indication of the quantity of goods/services to supply, and the place and date of delivery. Similar indications shall apply, where appropriate, in the case of changes and additions to the orders.
- 2.2 Unless otherwise agreed upon, the version of these GTC in effect at the time the relationship is finalized shall constitute an integral part of the Indirect Purchase Agreement. In the event there are no annexes to the estimate or the document transmitting the order, the GTC may be transmitted to the Supplier, if requested.
- 2.3 In addition to these GTC, based on the nature of the Indirect Purchase, there may also be Special Terms and Conditions ("**STC**"). In the event of a conflict, the provisions of the STC shall take precedence over those of these GTC.
- 2.4 In the event there are multiple documents that govern the Indirect Purchase Relationship and differences in interpretation, the following order of priority shall apply:
 - a) Specific Indirect Purchase Contract between BMW Bank and the Supplier (when present);
 - b) Specific Offer from the Supplier (hereinafter the "**Offer**"), accepted by BMW Bank, accompanied by the documents requesting the Offer transmitted by BMW Italia (hereinafter the "**Offer Request**"), including any potential annexes, excluding the Supplier's general terms and conditions;
 - c) Framework agreement between BMW Bank and the Supplier (when present);
 - d) BMW Bank Purchase Order/Rate Table Order with annexed STC (when present);
 - e) BMW Bank Purchase Order/Rate Table Order with annexed GTC (when present);

Should the Supplier's Offer as per Art. 2.4, lett. b) above be different than and/or contradictory to the Offer Request, the results of the Offer shall be considered approved only if the Supplier has highlighted and specifically indicated the differences in its Offer and BMW Bank has expressly accepted them.

Otherwise, the specifications of the Offer Request shall be valid, and the Supplier shall be required to respect them. Other or additional terms of delivery set by the Supplier shall not be accepted even in the event of refusal not expressed by BMW Bank. If the Supplier confirms the Purchase Order/Rate Table Order received from BMW Bank, making changes with respect to the Purchase Order/Rate Table Order transmitted, the changes in question shall apply only and to the extent that BMW Bank has expressly accepted them in writing.

- 2.5 The GTC established for the Purchase Order/Rate Table Order shall apply, where possible, also to any additions or amendments to the Order, even in the event this has not been specifically agreed upon.

3. Execution of Indirect Purchase Relationship

- 3.1 The Supplier assumes responsibility for the Indirect Purchases ordered by BMW Bank. In particular, the Supplier shall be liable towards BMW Bank for the supply of goods/provision of work or services (hereinafter the "**Services**") in all phases of execution of the relationship, regardless of whether it makes use or not, directly or indirectly, of subcontractors in the execution of the Services.
- 3.2 The Supplier shall warrant respect for legislation on the subject and in effect during the period of execution of the Services, independent of whether it makes use of subcontractors, directly or indirectly.

The Supplier shall release and hold harmless BMW Bank from any actions, claims, requests, and demands for compensation for damages brought by third parties for any reason, attributable to the Supplier or to one of its subcontractors and deriving from or connected with the breach or violation of the laws applicable from time to time or the violation of the obligations and undertakings established by this Art. 3.
- 3.3 Without prejudice to the provisions of Arts. 3.1 and 3.2, the Supplier may appoint subcontractors for the execution of the Services only after having obtained the prior written consent of BMW Bank.
- 3.4 Any materials that are to be supplied by BMW Bank shall be requested by the Supplier in due time and in the exact quantity, in order to guarantee the proper execution of the Services.
- 3.5 The Supplier must appoint, and transmit the name to BMW Bank of, a contact person for the management of the relationships between the Parties relating to the execution and the requirements deriving from these GTC (hereinafter the "Project Manager").
- 3.5.1 The Project Manager shall plan, coordinate and monitor all of the needs of the project based on currently applicable laws on the subject (including, but not limited to, requirements on the use and maintenance of equipment, concerning injury prevention, and workplace health and safety) and shall act as the contact person for BMW Bank.

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- 3.5.2 On request from BMW Bank, the Supplier's Project Manager must promptly notify the BMW Bank contact person of the state of progress of the Services. To that end, the Project Manager must provide an updated program which specifies the start date and the end date, the level of completion and the status of each function.
- 3.5.3 BMW Bank may notify the Supplier of any objective reasons for the potential substitution of the appointed Project Manager, and the Supplier, within the limits allowed by law, shall attempt to comply with the grounded request from BMW Bank.
- 3.6 The Supplier must ensure that its employees and the collaborators it uses comply with the provisions applied by BMW Bank to outside visitors and the related regulations applied. In that regard, the instructions given by the security personnel of the BMW Bank offices must be followed. Serious violations of those provisions shall give BMW Bank the right to remove the persons hired by the Supplier from its offices.
- 3.7 The Supplier shall adopt all of the measures necessary to perform the Services without additional costs, even when not expressly indicated in the Purchase Order. In particular:
- 3.7.1 The Supplier must mark the articles supplied as specified by BMW Bank.
- 3.7.2 The Supplier must document all of the controls carried out, the tests on the Services and the related results, and shall ensure that it is easy to attribute those results to specific Services. The Supplier shall keep that documentation for a period of at least 10 years after completion of the execution of the Service, deliver it to BMW Bank on request from the same, and offer it to BMW Bank before destroying it.
- 3.7.3 The documents necessary to consider the Services to be executed must be prepared or supplied by the Supplier in due time. The Supplier must check those documents, in order to ensure that they are complete and correct, both as regards any potential irregularities and to complete the preparatory work by third parties. The Supplier must notify BMW Bank, in writing and promptly, of any reservations of any kind, providing the relevant grounds; it must also reach an agreement with the BMW Bank contact person on the method of execution of the Services.
- 3.7.4 The equipment and documents supplied to the Supplier shall remain the exclusive property of BMW Bank and may be copied or sold, used as collateral, as the object of pledges, or be otherwise transmitted or utilized by third parties, exclusively with the prior written consent of BMW Bank. They must also be returned to BMW Bank on request from the same, or in any event, upon successful completion of the Services.
- 3.8 BMW Bank may refuse to make payment for and accept the Services if such an action would entail a violation of an applicable provision of law on the subject or in the event that the Supplier has violated a provision of law conflicting with the provision of Art. 3.2.

4. Amendments and additions

- 4.1 BMW Bank may at any time request amendments and additions to the order at its own discretion, and should the contract entail the realization of works or the supply of goods, at least until the conclusion of the acceptance procedure, using reasonable discretion and taking the Supplier's interests into consideration. This shall apply, in particular, for changes to the services and for any additional services that may become necessary for reasons of a technical nature, as a consequence of the official requirements or to satisfy terms of delivery or targets linked to costs. The Supplier undertakes to promptly verify the instructions provided in order to guarantee that they are technically feasible also as regards the effects on quality, delivery times and costs, and shall communicate the results to BMW Bank in written form. The Supplier also undertakes to suggest to BMW Bank the changes it may deem necessary or appropriate for the purpose of the regular execution of the Services, and in any event, to implement those changes only after having received the prior written consent of BMW Bank.
- 4.2 Should the changes entail an increase or reduction of the costs and/or the extension of a deadline, the Supplier undertakes to point out those aspects at the time the change is proposed or immediately after having received the request for a change from BMW Bank, also undertaking to submit an adequate additional price quote. The change must be made based on a written agreement that provides details in regard to the payment of the additional costs or the potential reimbursement for lower costs and the timeframe for execution of the Services.

Should the proposed changes imply that the Supplier has to provide additional Services not originally included, the Supplier shall have the right to additional compensation only if agreed upon before the execution of the additional Services. The additional compensation shall be calculated using the same principles used to calculate the prices of the original Services.

5. Acceptance procedure

- 5.1 If the Service consists of the completion of work or the execution of a service, it will be necessary to adopt a formal acceptance procedure. BMW Bank shall execute the acceptance procedure once it has received the communication of completion by the Supplier and after all of the documents relating to the work or services executed have been provided. If the checks to be conducted on the work or the services performed by the Supplier entail start-up procedures or tests of functioning, acceptance will not be carried out before the positive conclusion of the inspection of the work or the verification of the services.
- 5.2 Should the Supplier, create, modify or provide software as part of the contractual Services, it must provide that software to BMW Bank in a testable and automatically legible format on an adequate data carrier, after having conducted suitable tests of the program's functioning, together with the source code and the accompanying documentation. In the delivery phase, the Supplier agrees to allow BMW Bank to examine the source code and the accompanying documentation.
- 5.3 For the acceptance procedure, a formal acceptance log will be prepared. In any event, the formal acceptance shall not be completed until the Supplier has remedied any faults detected. The correction of the faults must be completed promptly, at

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the latest by the term set by BMW Bank.

- 5.4 Any tacit acceptance procedure is to be excluded, as acceptance must be indicated by suitable documentation. The delivery of the work or the completion of the services shall not constitute acceptance per se. Payments from BMW Bank shall not indicate that BMW Bank has accepted the work and/or goods and/or services.

6. Unilateral withdrawal, express termination clause and condition subsequent

- 6.1 If the contract provides for the execution of a work project, BMW Bank may withdraw from the Purchase Agreement or limited and distinct parts of the same at any time. In that case, BMW Bank shall pay the Supplier the documentable costs that the Supplier has sustained directly from the time of the order until the withdrawal from the Indirect Purchase Agreement. The Supplier shall not have the right to any other compensation for the withdrawal if BMW Bank demonstrates that the withdrawal took place for a justified reason and if it has given reasonable advance notice (at least 90 days).
- 6.2 Pursuant to Art. 1456 Civil Code, BMW Bank may request the termination of the Indirect Purchase Agreement if the Supplier fails to comply with the Services as undertaken. If the Supplier is responsible for the causes of the termination, BMW Bank shall make payment for the completed Services demonstrated by the Indirect Purchase Agreement to the extent that BMW Bank may make use of the results of the respective Services. In any event, there shall be no prejudice to BMW Bank's right to any compensation. Should the causes of the termination not be attributable to the Supplier, BMW Bank shall compensate the Supplier for the documentable expenses sustained directly from the time of the order until termination of the contract, including the expenses deriving from commitments which the Supplier cannot avoid. The Supplier may not make any demands in order to obtain performance or compensation outside of what is established above.
- 6.3 Pursuant to Art. 1456 Civil Code, BMW Bank may request the termination of the Indirect Purchase Agreement if:
- the Supplier or the subcontractor hired by the same does not respect or violates a provision of law directly or indirectly applicable to the Services covered by the Indirect Purchase Agreement;
 - the Supplier or the Subcontractor hired by the same violates the provisions of Article 18 below;
- 6.4 The Indirect Purchase Agreement must also be considered terminated, making the transaction null and void, if:
- circumstances arise such that it is clear that the Supplier is not able ensure the proper and prompt performance of the Services agreed upon;
 - the Supplier has sold the business or ceased activity or if an insolvency procedure is underway, and this does not allow for fully performing the services agreed upon.
- 6.5 The property rights as described in Section 12 ("Commercial intellectual property rights and copyrights") relating to the results of the Services carried until the withdrawal or until the termination, are transferred "*ab initio*" to BMW Bank.

7. Delivery dates and delays

- 7.1 If the delivery dates are specified based on a number of calendar weeks or months, it is agreed that the first business day shall be considered binding. If specified, the delivery dates in the Purchase Order shall be binding. If the cited delivery dates are not respected due to default by the Supplier, the provisions regarding delay in performance shall apply.
- 7.2 If the Indirect Purchase Agreement provides for the application of a penalty for delay, BMW Bank shall have the right to request the relevant payment. If, as of the acceptance pursuant to Article 5 above, BMW Bank does not expressly reserve the right to apply a penalty for delay, this shall not be interpreted as a waiver of the right to obtain the payment.
- 7.3 The provisions set forth above shall apply even in the event that the Supplier promptly completes the work and services, in full or in part, but they are not ready for the acceptance procedure.
- 7.4 In the event of delays not attributable to the Supplier, the Supplier shall have the right to a reasonable extension of the agreed-upon delivery dates. In the case of delays attributable to BMW Bank, the Supplier shall have the right to request any costs sustained as a result of those delays, expressly excluding the possibility to obtain any lost earnings deriving from the cited non-performance.
- 7.5 The Supplier must notify BMW Bank promptly in writing of any delivery dates at risk of delay, even in the event that it may be assumed that BMW Bank is already aware of the relevant circumstances and reasons.
- 7.6 Causes of force majeure, labor union disputes, judicial actions or other intervening or unforeseeable events shall exempt BMW Bank from the duty to accept the work or services for the duration of those events.

8. Power of representation

- 8.1 The Supplier may not represent BMW Bank in any contract negotiations with third parties, unless BMW Bank has authorized the Supplier to do so in writing. In any event, the Supplier shall be authorized to do what is necessary to complete the works and/or services subject to the Indirect Purchase Agreement, ensuring that the project can be carried out correctly, without negative consequences for BMW Bank in terms of quality, the agreed-upon delivery dates, or financial aspects. That authorization shall also apply to the declarations substantially necessary for the coordination and monitoring of execution of the Indirect Purchase Agreement. In particular, the Supplier shall be appointed and authorized to represent BMW Bank in regard to third parties involved in the project for the management of any faults and/or defects, the indication of the delivery dates, the transmission of rate table

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orders, and the sending of requests for execution of the Services.

- 8.2 The third parties appointed by BMW Bank for the purpose of planning and/or monitoring shall not be authorized to represent BMW Bank in binding contract negotiations. In particular, those third parties shall not be authorized to extend the delivery dates for completion of the Services, or to legally accept invoice amounts, salary demands, hourly payment of subcontractors, tolerance of quantities, or similar elements.
- 8.3 BMW Bank shall have the right, but not the obligation to accept goods in the absence of the Supplier in its stead. In any event, BMW Bank shall not assume any liability for the goods to be considered completed or corrected, even when a written receipt is provided. The Supplier shall be liable for all risks deriving from custody.

9. Consideration, invoicing and payment

- 9.1 All of the prices must be understood as fixed and net of any value added tax (VAT) provided for by law. Unless otherwise agreed upon, the prices shall include all additional costs (such as, but not limited to, shipping and installation costs, travel expenses, supplements, lump-sum amounts, etc.). The prices shall be applied without changes until the execution of all of the Services to be provided under the Indirect Purchase Agreement.
- 9.2 The payment for the goods and services provided pursuant to the Indirect Purchase Agreement shall be made based on the terms of payment agreed upon in the Purchase Order.
- The start of the payment period shall be triggered by receipt of the goods at the place of utilization, or by the procedure for accepting the service or the receipt of a correct, verifiable invoice complying with the BMW Bank requirements as per Art. 9.6.
- For the purpose of calculating the payment due date, a service completed prior to the agreed-upon date shall in any event not be considered completed until the agreed-upon delivery date.
- 9.3 Should BMW Bank ask that a guarantee be provided, the Supplier must submit an indefinite guarantee based on the text that will be provided by BMW Bank. The guarantee must be issued as "enforceable on first demand" by a leading Italian bank or a leading Italian insurance company, at the discretion of BMW Bank. The guarantee shall apply, by way of example, for all of the damages resulting from failure to complete the Services, failure to implement the remedies necessary for resolution of any faults and/or defects in the execution of the Services and the issuance of a suitable guarantee on the complete execution of the Services. The amounts may be offset with the credits if the Supplier's requests are not expressly challenged by BMW Bank, or if the offsetting is the result of a definitive decision by a competent judicial body.
- 9.4 The payment of the invoices must take place by wire transfer.
- 9.5 BMW Bank shall have the right to offset its credits with the Supplier's credit accounts.
- 9.6 The Supplier must send BMW Bank an invoice that complies with the commercial and tax requirements set by the laws of the relevant country, indicating the number of the Purchase Order.
- 9.6.1 The original invoice must be addressed to the Administration office of BMW Bank.
- 9.6.2 The invoice must in particular contain the following information:
- name and complete address of the Supplier and the recipient of the services;
 - Supplier's VAT number and taxpayer number;
 - unique, sequential invoice number;
 - date of issue or invoice date;
 - date of delivery of the goods or performance of the services;
 - standard trade name of the goods/services;
 - details relating to the quantity;
 - net total, with details of tax rates;
 - information relating to tax exemptions;
 - rate and amount of tax (with details of tax rates);
 - any reductions of the consideration agreed upon previously, unless they have already been calculated in the consideration; any lesser amount of value added tax must be indicated separately.
- 9.6.3 On request from BMW Bank, all of the invoicing documents must be transmitted in electronic format (electronic invoicing). Any changes relating to the wire transfers shall be specified by BMW Bank.
- 9.6.4 BMW Bank may refuse to make payment of an invoice that does not contain the data indicated in paragraph 9.6; the resulting costs sustained by BMW Bank shall be charged to the Supplier. The agreed-upon term for payment shall not be triggered until a new and correct invoice is received that satisfies the requirements set forth in paragraph 9.6.
- 9.7 The Supplier shall not have the right to assign the claims without the prior written consent of BMW Bank.

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10 Taxation

- 10.1 The term "taxes" shall include all current and future taxes, costs and charges of any other type, as well as additional payments such as interest, default interest, supplements for non-compliance and fines, fines for late payment and payment of penalties that may be or have been paid as a consequence of obligations established by applicable law.
- 10.2 BMW Bank and the Supplier shall be required to each comply with their respective obligations and tax charges. Should one party fail to comply with its obligations or tax charges and that failure produces losses, damage or other prejudice for the counterparty, the non-complying party shall reimburse the other party in full for said losses, damage or other prejudice.
- 10.3 If tax withholdings are required on the amounts due from BMW Bank to the Supplier, BMW Bank shall make the withholdings consistent with law and the applicable provisions, and shall pay those withholdings to the competent tax authorities on the Supplier's behalf.
- 10.4 On request from the Supplier and consistent with applicable provisions of law, BMW Bank shall provide the supplier with a valid tax certificate that certifies the payment of the withholdings on the Supplier's behalf.
- 10.5 If a double taxation agreement exists, or any other provisions that provide for a reduction of or exemption from the deduction of the tax withholdings, BMW Bank shall withhold only the amount subject to reduction, or shall apply the exemption only when the Supplier provides BMW Bank with a valid tax exemption certificate at least 10 business days prior to the date of payment. BMW Bank shall also deduct and withhold the withholdings from the amounts due, that must be paid to the competent tax authorities in order to comply with applicable laws concerning taxes on income and companies.
- 10.6 The Supplier must comply with all of its obligations regarding certifications, information and documentation and other duties established for the application of reduced tax rates or exemptions pursuant to the double taxation agreements or other regulations.
- 10.7 The Supplier must pay all of the taxes required of it in Italy or elsewhere for the purchase, consumption or production of goods, or for the use and/or supply of services or trips of its employees that are necessary for the provision of the services. Those taxes shall be included in the price agreed upon with BMW Bank in the form of costs, unless the Supplier requests the reimbursement, deduction or restitution of those taxes, in Italy or abroad. The Supplier shall not charge those amounts separately in the invoice to the extent they are not included in the price. This shall be valid with the exception of value added tax required by law.

11 Warranty

- 11.1 Except as otherwise agreed, the warranty shall be provided in accordance with applicable provisions of law on the subject. Regardless of this, BMW Bank shall have the right to request the elimination of the faults and/defects free of charge, or the substitution with non-defective goods. If the Supplier is entirely non-compliant, BMW Bank may act itself to remedy the faults and/or defects and request reimbursement for the costs sustained from the Supplier.
- 11.2 BMW Bank shall inform the Supplier in regard to any defects detected in the services provided and/or the goods supplied as soon as they are detected during the course of ordinary activities. The Supplier waives its right to object to late complaints.
- Any notifications of faults and/or defects by BMW Bank shall suspend the warranty period. Once the fault has been remedied, the warranty period shall begin again.

12 Commercial intellectual property rights and usage rights

- 12.1 The Supplier must warrant that the goods, works or services supplied are not subject to intellectual property rights of third parties that exclude or endanger the use of those goods, works or services rendered in favor of BMW Bank. It must also warrant that it has the power to grant adequate usage rights.
- 12.2 The Supplier must indemnify and hold harmless BMW Bank from any claims that may be brought by third parties in relation to intellectual property rights, including copyrights, that could be brought against BMW Bank following the use of the goods, works or services rendered to BMW Bank by the Supplier. That indemnification shall not apply if the Supplier is not aware of and could not have been aware of the existence of the third-party rights. The Supplier shall take all necessary legal actions, where possible on its own behalf and at its own expense. This shall not affect the potential right to compensation for damages and termination of the contract to which BMW Bank is entitled under law.
- 12.3 Except as otherwise agreed, all of the usage and exploitation rights pursuant to copyright law, the related intellectual property and trademark rights in relation to the goods, works or services, and any product of those activities rendered pursuant to the Indirect Purchase Agreement shall be transferred "*ab initio*" to BMW Bank, at the moment of the respective creation, without reservations or additional compensation. Those rights shall be granted to BMW Bank exclusively, without geographic, temporal or content restrictions, and may be extended, transferred, revised, adjusted, modified, reproduced or published without the Supplier's consent.
- 12.4 If, during the course of execution of the Services, the Supplier should create or modify software, the usage rights, commercial intellectual property rights and titles similar to intellectual property rights as per paragraph 12.3 shall not be limited to the object code, but shall also be extended to the source code and the documentation for the programs created and modified.
- 12.5 The use of the goods, works or services rendered shall not be subject to charges for BMW Bank. BMW Bank shall be granted the right to register the results that can be patented.

13 Data protection

The Supplier undertakes, for itself and for all of the associates and persons involved in the execution of the contract, to respect the laws concerning personal data protection, and in particular what is established by Legislative Decree 196/03 ("Personal Data

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Protection Code"), Legislative Decree 101/2018 and Regulation EU 679/2016 ("General Data Protection Regulation") and by the measures taken by the Personal Data Protection Authority, as well as the specific provisions concerning personal data protection contained in the specific Contract and its Annexes.

14 Confidentiality, publicity

- 14.1 The Supplier and BMW Bank mutually undertake to treat all of the information they may receive directly or indirectly from the other party in the context of their commercial relationship confidentially and not to disclose it to third parties. Regardless of this undertaking, BMW Bank shall be authorized to transmit the information to the companies that are a part of the BMW Group.
- 14.2 The confidentiality obligations under this section shall also be extended to all of the Parties' employees and associates, regardless of the type and nature of their work relationships. The Supplier and BMW Bank undertake to ensure that those persons are in turn subject to appropriate confidentiality obligations, if they have not already done so.
- 14.3 The confidentiality obligations under this section shall not apply to the extent that it is possible to demonstrate that the information is or has entered the public domain for causes not attributable to the party subject to the confidentiality obligation, or if that information is or has been obtained legally from third parties, if it was already in the possession of the receiving party, or if the disclosure is mandated by law, in which case the receiving party must inform the disclosing party in writing in advance before that necessary disclosure, unless it is unreasonable to send such a preliminary communication.
- 14.4 The Supplier may publicize its business relationship with BMW Bank only subject to the prior written consent of BMW Bank itself.
- 14.5 The terms contained in this section 14 shall also apply after the expiration or termination of the contract for any reason.

15 Insurance

- 15.1 The Supplier undertakes to stipulate an adequate insurance policy against the risks of third party liability linked to the provision of the services and/or the supply of goods, at its own expense and for an adequate amount, and to provide BMW Bank, on request, proof of having taken out that insurance policy. The insurance policy must have a minimum limit of liability of 5.0 million Euros. The Supplier's liability shall not, however, be limited to the amount of coverage provided by the insurance policies.
- 15.2 The examination or failure to request proof of the insurance policies on the part of BMW Bank shall not be understood as a waiver of any of the obligations under this section ("Insurance").

16 Environment

- 16.1 During the course of the performance of the services and/or supply of the goods, the Supplier shall use the necessary resources (in particular materials, energy and water) efficiently and reduce the impact on the environment to a minimum (in particular as concerns waste, waste water, and atmospheric and acoustic pollution). This shall also apply as regards the undertaking and costs of transport and logistics.

17 Social responsibility

- 17.1 BMW Bank attributes fundamental importance to the need for the company's activities to take into due consideration social responsibility in regard to employees and the society as a whole. This principle must be applied both in regard to BMW Bank itself and in regard to its suppliers. BMW Bank and the Supplier acknowledge that their conduct must comply with the principles and rights set forth by the International Labor Organization (ILO) in its "Declaration on Fundamental Principles and Rights at Work" (Geneva 06/98), the Directives of the United Nations Global Compact (Davos, 01/99) and the United Nations Guiding Principles on Business and Human Rights (2011). The following principles are considered to be of absolute importance:
- protection of human rights;
 - abolition of forced, compulsory or child labor;
 - positive and negative freedom of association;
 - abolition of any discrimination based on gender, origin, religion or creed, belonging to labor unions or similar organizations, handicaps, age, sexual identity, nationality, marital status, political affiliation, status as a veteran or other characteristics protected by applicable local laws;
 - compliance with all applicable laws concerning workplace health and safety;
 - protection against single arbitrary measures in regard to personnel;
 - maintaining the possibility of employment thanks to basic and advanced training;
 - maintaining adequate social labor conditions;
 - guaranteeing conditions that allow employees to have a reasonable standard of living;
 - wages that guarantee employees means of subsistence, including their participation in social and cultural life (fair wage);

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- implementation of equal opportunity and policies favorable to families;
- protection of indigenous rights;
- prohibition on corruption and blackmail;
- compliance with applicable laws and regulations.

In light of the above, the Supplier shall take measures in order to prevent crimes of corruption within its company.

- 17.2 The Supplier shall be responsible for ensuring that all of its subcontractors follow the provisions of this section (Social Responsibility).

18 Applicable Legislation

- 18.1 BMW Bank and the Supplier undertake to comply with the laws and regulations aimed at preventing the use of the financial system for money laundering and terrorist financing pursuant to Legislative Decree No. 231 of 21 November 2007, as supplemented and amended, and the relevant implementation provisions.
- 18.2 BMW Bank and the Supplier undertake to comply with the provisions of Legislative Decree No. 231 of 8 June 2001 concerning the administrative liability of entities (the "Decree").
- 18.3 BMW Bank and the Supplier undertake to refrain from any actions or omissions that could expose it and/or the other party to liability arising under the Decree, in the context of the relationships between the Parties themselves and with third parties in general, including the public administration, other public entities and private entities with which the Supplier enters into contact in performing its activities.
- 18.4 By way of example, the Supplier undertakes to:
- (i) ensure that its activities are guided by principles of legality, transparency, propriety and fairness in the context of relationships with both public and private counterparties;
 - (ii) maintain relationships based on full and active collaboration with public officials, functionaries or agents or any other persons belonging to local, national or supranational public administrations or entities, and holders of the power to make significant decisions for the purposes of the contract, even indirectly, in respect for their impartiality and autonomy;
 - (iii) not to pay, grant or offer sums of money or other benefits, gifts or advantages of any kind to public or private counterparties;
 - (iv) not to influence the decisions of the public or private counterparties in order to obtain a direct or indirect benefit (for example, by providing information or false or incomplete documents or acting through violence, threats, blackmail or other means of intimidation).
- 18.5 The violation by the Supplier of the provisions in the previous paragraphs shall entail the legal termination of the Contract pursuant to Art. 1456 Civil Code and the obligation to compensate BMW Bank for the damage suffered.

19 Miscellaneous

- 19.1 Any amendments, additions and notices of termination must be made in written form. In the case of amendments and additions, it shall be sufficient for them to be made in writing, by registered letter with return receipt, fax or certified electronic mail in order to respect this requirement of written form. Notices of termination, on the other hand, must be made in writing and sent by registered letter with return receipt or certified mail.
- 19.2 If a provision or part of a provision of these GTC or the STC has become null or inapplicable, this shall not affect the validity of the remaining provisions of the Indirect Purchase Agreement. BMW Bank and the Supplier agree to do everything possible, in good faith, in order to replace any null or inapplicable provision with an equivalent valid and applicable provision able to produce the same economic result, to the extent that it does not entail a significant change to the contents of these applicable GTC or STC.
- 19.3 These GTC are accepted in Italian.

20 Applicable law, venue and jurisdiction

- 20.1 The legal relationships between the Parties shall be governed by the laws of Italy.
- 20.2 Exclusive jurisdiction over any disputes that may arise between the parties regarding the interpretation, execution, or in any event deriving from or related to this Indirect Purchase Agreement, shall lie with the Courts of Milan.

Date.....

Signature for acceptance



The undersigned Supplier expressly states that it has carefully read and accepts in full all of the clauses set forth above, and in particular, also pursuant to Arts. 1341 and 1342 of the Civil Code, that it specifically approves those in Articles: 2. Integral parts of the contract and conclusion of the contract; 3. Execution of the contract; 4. Amendments and Additions; 5. Acceptance procedure; 6. Express termination clause and unilateral withdrawal from the Indirect Purchase Relationship; 7. Delivery dates and delays; 8. Power of representation; 9. Consideration, invoicing and payment; 10. Taxation; 11. Warranty; 12. Commercial intellectual property rights and usage rights; 13. Data protection; 14. Confidentiality, publicity; 15. Insurance; 16. Environment; 17. Social responsibility; 20. Applicable law, venue and jurisdiction.

Date.....

Signature for acceptance

In the pre-tender and selection phase, these General Conditions have merely informational value and meet the sole purpose of allowing the Supplier's participation in the relevant auction and/or tender.

The acceptance of these Conditions in the pre-tender and selection phase is merely valid for purposes of acknowledgement, being insufficient to bind or have any effect between the Parties.

These General Conditions shall have binding power between the Parties only after the signing of the Contract, as per Annex 1.

By the submission of the first offer, BMW Bank will provide the contractual format that must be shared between the Parties as referenced in Art. 2.4 of the General Conditions.