

Special Terms and Conditions for the provision of marketing services (11/2018)

**This is an English translation of the German STC and for convenience only.
Only the German version of these STC is legally binding.**

1. Scope and contract components

- 1.1 The Special Terms and Conditions ("**STC**") set out below shall apply to orders for the provision of marketing services by the BMW Group.
- 1.2 The company within the BMW Group which actually places the order for the marketing services shall, hereinafter, be known as "**BMW**". The other party to the contract shall hereinafter be known as the "**Contractor**".
- 1.3 The present STC shall supplement "General Terms and Conditions for Indirect Purchasing" ("GTC"), as from time to time amended. The GTC shall apply, including its definitions, unless these STC otherwise provide for a separate rule or specify a different rule in derogation from the GTC.

2. Additional duties

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

- 2.1 The Contractor undertakes to familiarise 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 The following supplement applies to Clause 3.5 of the GTC: If the Contractor intends to engage sub-contractors for services to prepare print media (such as typesetting, reproduction, printing, etc.) it must first find out from the relevant purchasing department whether these sub-contractors 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 licences.
- 2.4 All documents, advertising material and other products which the Contractor receives in relation to this contract or are created by it for BMW shall remain or become the 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.

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.

- 2.5 The Contractor shall be liable for its work and its results and their intended use do not contravene applicable laws and regulations, including but not limited to competition law and the laws regarding advertising; it shall ensure that this is the case (if necessary by means of legal advice and shall point out any risks in good time. Any costs incurred by this shall be deemed to have been settled by the agreed remuneration.
The Contractor shall indemnify BMW from any compensation claims by third parties in this respect.
- 2.6 The Contractor shall not be liable for factual statements about products of BMW, which were dictated by BMW.
- 2.7 The Contractor must obtain any official permits or consents from third parties required for the fulfilment of the contract at its own expense and must provide BMW with proof thereof. The Contractor shall indemnify BMW from any compensation claims, contractual or statutory claims made by third parties.

3. Taxes and charges for engaging artists

- 3.1 The social security charges for artists shall be paid by BMW to the M+E-Ausgleichsvereinigung for artists' social security in a lump sum.
- 3.2 The other statutory charges and taxes arising in connection with the commissioning of artists shall be paid by BMW, even if they are actually charged at a later date, as long as they were agreed in the order. Otherwise the Contractor shall pay the other statutory charges and taxes.
- 3.3 The Contractor shall be responsible for proper processing in compliance with all statutory regulations. In particular,
 - the appropriate income tax pursuant to § 50a of the German Income Tax Law [EstG] to be

calculated by the Contractor on the artist's fee, the basis for the calculation and the amount of tax incurred for each artists shall be reported to BMW without delay and paid by BMW to the relevant tax office, if there is no notice of exemption from that office for the artist commissioned (cf. leaflet "Information Withholding Tax") ("BMW Merkblatt Abzugsteuer"),

- the fees of collecting societies such as GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte = approx. The German Performing Rights Society). shall be paid by the Contractor for BMW.

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.

4. Remuneration

Clause 9 of the GTC shall be supplemented as follows:

- 4.1 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 at <https://b2b.bmwgroup.net> /> Funktionsbereiche /> Einkauf indirektes Material /> Einkaufsbedingungen.
- 4.2 All benefits obtained from third parties for the provision of services for this contract, such as discounts, bonuses, commissions, reductions, etc. must be passed on to BMW by the Contractor. The Contractor shall also oblige its own employees (including freelancers) to comply with this obligation and shall be liable for positive knowledge or negligent i lack of knowledge of the acceptance of benefits by its employees.
- 4.3 BMW may - at any time up until the expiry of four years after the final payment - demand that the Contractor give an account of the execution of a mandate and present the original receipts. This provision shall endure beyond termination of this Agreement.

5. Intellectual property rights and rights of use

The following supplement applies to Clause 13 of the GTC:

Rights of use in accordance with Clause 13.3 of the GTC 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.

- 5.1 The Contractor shall ensure that persons who are entitled to be named as the copyright author of the