

General Terms and Conditions for the Purchase of Hotel Services (Version 11/2022)

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

In the event of any discrepancy or inconsistency between this English translation and the German version of these STC, the German version shall prevail.

1. Scope of Application and Integral Parts of the Agreement

- 1.1 The following contractual provisions shall apply to the Purchase of Hotel Services for Bayerische Motoren Werke Aktiengesellschaft and its affiliated companies within the meaning of Paragraph 15 German Stock Corporation Act (AktG) (hereinafter together referred to as "**BMW**").
- 1.2 Any deviating or additional contractual or delivery conditions of the Contractor shall not become an integral part of the Agreement, even if they are not expressly rejected. If the Contractor confirms BMW's order in deviation from the purchase order or the contractual provisions, said deviations shall only apply if they are expressly acknowledged by BMW in writing.
- 1.3 The order shall come into existence by virtue of the written purchase order and, as the case may be, call-off order by BMW and by virtue of the Contractor's acceptance. The same shall apply mutatis mutandis to changes and additions to the order.
- 1.4 These Terms and Conditions of the principal order shall also apply mutatis mutandis to all addenda and revised orders.
- 1.5 In the event of any conflict between the integral parts of the Agreement, the following order shall apply:
 - a) BMW's purchase order,
 - b) Order placement/Negotiation protocol/individual contract (if any),
 - c) Specification in the final quotation from the Contractor (excluding the Contractor's contract terms and terms of delivery) and BMW tender documents including all annexes thereto and referenced documents,
 - d) Framework agreement between BMW and the Contractor (if any),
 - e) these GTC's.

If the specification in item c) of the ranking order above in the Contractor's final quotation differs from the BMW tender documents, including all annexes and references, these differences shall only be an

integral part of the contract if these deviations are expressly confirmed in the negotiation protocol or in the BMW Purchase Order.

2. Execution of the Order

- 2.1 In the event BMW has booked one or more rooms and the Hotel is overbooked, the Contractor will arrange accommodation or function rooms of an equal category and price as confirmed. Additionally, the Contractor will take care and pay for the transport to the other hotel. The Contractor has to inform BMW prior to the group arrivals about the overbooking. For the new accommodation an approval by BMW is required. The Contractor guarantees to avoid overbookings regarding the booked services of the Customer's group.
- 2.2 The rooming list will be provided at the latest 7 days before arrival of the group by BMW. For further questions the Contractor will contact the named contact person.
- 2.3 Check-in is at 03:00 p.m. The Contractor will make every effort to provide rooms for the guests arriving before that time.
Check-out is at 12.00 a.m. If there is a late check-out required by the guests, the Contractor will try to offer it free of charge. This term is subject to availability.
- 2.4 The Contractor accepts the following credit cards: Visa, American Express, Diners, Master Card and JCB. Furthermore, the Contractor accepts EC cards.
- 2.5 The Contractor guarantees to deny bookings of other automotive/motorcycle manufacturers during the same period of time of the BMW event. Should a further automotive/motorcycle manufacturer make a booking request during the same period of time, the Contractor is obliged to forward this information before booking to the contact named in the order. The Contractor guarantees that throughout the hotel including all rooms and exterior areas pertinent to the Contractor there will be no advertisement and branding of other automotive/motorcycle manufacturer except for newspapers and magazines.

3. Remuneration

- 3.1 Unless otherwise agreed, the remuneration shall, however, not be paid until after the services have been rendered in accordance with the contract and 30 days following receipt by BMW of a proper and auditable invoice.
- 3.2 Insofar as deposits are agreed said deposits shall be made, at BMW's option, in return for a bank guarantee by a major German bank or by a group guarantee. The guarantee must apply for any and all claims arising out of any failure to execute the order in accordance with the contract, statements of account or warranty with a waiver of the defences of voidability, set-off and benefit of discussion as well as with any possibility of deposit excluded; however, it shall not exclude any further-reaching claims. The defence of set-off does not have to be waived to the extent that the Contractor's claim is not disputed by BMW, has become ripe for judgment or has been decided and become final and unappealable.
- 3.3 Payment shall be effected by bank transfer or by cheque. All payments are made subject to subsequent audit and the possible enforcement of claims for payment back together with claims for interest. The Contractor cannot therefore invoke, for example, any lapse of undue enrichment (Paragraph 818 German Civil Code (BGB)).
- 3.4 The Contractor must state the following details on its invoice; otherwise it will be rejected (Paragraph 14 German Act on Value Added Tax (UStG):
- Complete name and address of the Contractor and of the recipient of the goods or services
 - Contractor's tax or value added tax ID number
 - Consecutive invoice number
 - Issue date or invoice date
 - Time when the goods or services were delivered
 - Trade description of the goods / services
 - Quantity
 - Net amount
 - Tax rate, amount of tax
 - Any reduction in remuneration agreed in advance if not already taken into account in the remuneration
- 3.5 All mentioned rates and prices include the actual valid Value Added Tax. In case of a governmental change of the VAT rate, the VAT for all mentioned rates will be modified accordingly.

4. Insurance

- 4.1. With regard to the liability for personal injury and damage to property and economic loss due to implementation of the contract, the Contractor must ensure that there is adequate insurance cover both

on the merits and in quantum and must provide proof thereof upon request.

- 4.2. The following minimum sums insured apply to the above obligation to insure:
A flat-rate of EUR 5,000,000 for personal injury and other damage (damage to property and/or economic loss).
- 4.3 The Insurance coverage shall include loss of or damage to guest's valuables and property, including vehicles, being in care, custody or control of the Contractor.
- 4.4 Taking out insurances and concluding the above sums insured does not have the effect of limiting the Contractor's liability.

5. Confidentiality and Publicity

- 5.1 Each party shall handle confidentially all information which in the scope of the contracting is disclosed directly or indirectly from the respective other party or from a party's Affiliated Company and (i) are marked as confidential or (ii) are usually considered as confidential by the public, in particular according to the type of information or the circumstances of the transmission of the information, as confidential ("**Confidential Information**") and shall only use such Confidential Information in connection with the contracting, regardless of whether such Confidential Information has been disclosed to the party or to an Affiliated Company. Each party undertakes to neither pass such information on to third parties nor otherwise make this information accessible in any other way and to take all reasonable precautions in order to prevent any access by third parties. The parties ensure each other that their Affiliated Companies that receive Confidential Information in connection with the contractual performance also keep such information confidential and use it only in connection with the contractual performance. The employees and consultants of the parties are not considered as third parties within the meaning of this provision as long as they are bound by confidentiality obligations equivalent to this Clause 5 (e.g., due to their employment contract).
- 5.2 Confidential Information within the meaning of Clause 5.1 includes
- a) Trade Secrets, know-how or results of the other party exchanged in connection with the contracting,
 - b) the description and existence of the contracting, contractual agreements and drafts, tender documents, technical specifications, process descriptions, volume and cost data,
 - c) the planned schedules, goals, ideas and inventions of the other party in connection with the

- contracting or (test) results arising in connection with it,
- d) other not publicly available information, including knowledge of internal circumstances and processes that one party obtains about the other party in the course of the contracting (e.g., also in the context of a visit or meeting) or the business correspondence and personal data held.
- 5.3 An Information is not classified as Confidential Information within the meaning of Clause 0, if and to the extent that it
- a) is or becomes publicly known without breach of the confidentiality obligations under this clause 5, or
 - b) was legally acquired by a third party, or
 - c) was already at the time of delivery known by the receiving party and not otherwise obtained by the receiving party, directly or indirectly, from the disclosing party under an obligation of confidentiality, or
 - d) was independently developed by the receiving party without use of or reference to the information of the other party.

The party which claims one or more of the above mentioned exceptions shall prove the underlying factual basis.

- 5.4 The confidentiality obligations under this Clause 5 shall not apply if and to the extent that Confidential Information must be disclosed due to mandatory judicial, official or statutory regulations or orders, whereby the disclosure shall be kept to a minimum and the receiving party shall inform the other party in writing prior to the intended disclosure, unless this is unreasonable.
- 5.5 If and to the extent that it becomes necessary in the scope of their business relationship ("Need-to-know-principle"), Seller and Buyer may forward Confidential Information to
- a) their Affiliated Companies and
 - b) third parties (e.g., cooperation partner and Subcontractors) which in each case are contractually bound to such party, in connection with the Supply Contract, if such is not excluded in the individual case for specific Confidential Information,

provided that the recipient is not a Competitor of the other party and to the extent permitted by law.

The parties shall ensure that prior to the forwarding of Confidential Information the recipient is bound by confidentiality obligations equivalent to this Clause 5 and complies with such.

- 5.6 The parties undertake not to reverse engineer mutually provided objects (e.g., prototypes, software or other materials and samples) that are not or are not yet available on the market by dismantling or disassembly ("**reverse engineering**"), unless corresponding rights arise from mandatory legal provisions or other contractual regulations.
- 5.7 Unless agreed otherwise, the confidentiality obligations of the parties under this Clause 5 shall continue to apply for a period of three (3) more years following the end of the last Supply Contract between the parties.
- 5.8 Statutory confidentiality provisions remain unaffected.
- 5.9 The Contractor may only publicise its business relationship with BMW Group with prior written consent of BMW.

6. Data Protection

- 6.1 The Contractor shall ensure that all persons involved in the execution of the contract comply with the statutory regulations relating to data protection, especially when processing personal data.
- 6.2 If the Contractor processes personal data as processor on behalf of BMW within the meaning of Art. 28 GDPR during the contractual performance, it undertakes to conclude an agreement for the commissioned processing of personal data ("**DPA**") with BMW on the basis of the current DPA template which shall be supplied to him by BMW, and to ensure that any other necessary agreements for the processing of personal data are also concluded by its subcontractors. It may be necessary in individual cases that these agreements must be concluded directly between BMW and the subcontractors.
- 6.3 To the extent that personal data is processed in a third country as part of the provision of services, the contractor will comply with the provisions of Chapter V of the EU General Data Protection Regulation ("**GDPR**"), for example by implementing appropriate technical and organizational measures. The Contractor will, within reasonable limits, provide BMW with the available and relevant information necessary to comply with the applicable legal requirements, in particular the requirements of the GDPR, relating to the transfer of personal data to entities outside the EU/EEA. This includes but is not limited to, upon request of BMW, the provision of information and declarations of the Contractor within the context of the BMW questionnaire for international data transfers and information in respect of applicable statutory provisions and practices in the third country of destination for the protection of personal data within the meaning of the

requirements resulting from the ECJ ruling Rs. C-311/18 („Schrems II“).

- 6.4 To the extent that personal data is transferred from a party in the EU/EEA to a third country as part of the provision of services, the parties will agree on the appropriate module of the EU standard contractual clauses 2021/914/EU before the start of the transfer. This shall not apply if the EU Commission has issued an adequacy decision in accordance with Art. 45 GDPR for the third country of destination, or if the transfer to third countries is secured by other appropriate safeguards as defined in Chapter V of the GDPR.

7. Information Security

- 7.1 The software and hardware deployed and delivered within the scope of the contractual performance shall not contain any features which the Contractor could have detected in accordance with the state of the art and which endanger the integrity, trustworthiness or availability of the contractually agreed performance, other hard- and/or software, or Data, including no feature

- a) for Unwanted transmission/extraction of Data,
- b) for Unwanted change/manipulation of Data or the process logic, or
for Unwanted initiation of Data or Unwanted feature expansions.

“Unwanted” in this sense is a feature that

- BMW did not request,
- the Contractor did not offer with a specific description of the feature and its effects, and
- that BMW also did not accept in writing in the individual case.

- 7.2 BMW Data must be treated as Trade Secrets. The Contractor shall secure BMW Data and its own Data which is necessary for the contractual performance against unauthorised access, modification, destruction and other misuse (hereinafter “**Information Security**”) and shall utilize state-of-the-art technical and organizational measures to ensure Information Security. At BMW's request, the Contractor shall prove the implementation of these measures (e.g., ISO/IEC 27001, ISO/IEC 62443, ISO/SAE 21434) without additional remuneration.

The Contractor shall strictly segregate and handle separately BMW Data (with the exception of email communication) from Data from other customers, and employ appropriate protective mechanism against access by other customers to BMW Data. Insofar as the backup or processing of BMW Data is part of the contractual performance, the Contractor shall take all precautions in accordance with the

state of the art in order to be able to restore the BMW Data at any time in a legally secure and loss-free manner.

- 7.3 Depending on the type and protection requirements of the affected BMW Data or the significance of the Contractor's contractual performance for the business operations of BMW Group, BMW may demand from the Contractor an appropriate level of security measures on Information Security during the entire contract period as well as proof as prescribed by BMW of an appropriate Information Security level within the Contractor's operations; especially by submission of appropriate certificates (e.g., ISO/IEC 27001 “Information technology – IT Security process – Information Security Management Systems – Requirements”) or by certification according to the VDA model “TISAX” (Trusted Information Security Assessment Exchange). The parties may agree an appropriate deadline for the first-time certification of a site according to “TISAX”.

- 7.4 The Contractor shall ensure that no possibly damage-causing software (e.g., viruses, worms or trojans) is deployed during the contractual performance, e.g. via drivers or firmware included in the delivery. The Contractor shall inspect this in accordance with the state of the art and, upon BMW's request, confirm in writing that it has found no indications of harmful software during such inspections.

- 7.5 If the Contractor obtains knowledge of an incident which involves a breach of the Information Security requirements (e.g., security gaps, Data losses, malfunctions, endangerments, attack by damage-causing software, Data misuse) and which could concern BMW, including in the form of an unauthorized access by third parties to BMW Data (e.g., Data leak or cyber attack), (hereinafter “**Information Security Incident**”) or if there are indications for the Contractor which upon reasonable assessment justify the suspicion of such Information Security Incident, then the Contractor shall, without undue delay and without additional remuneration for BMW

- a) inform BMW thereof, and
- b) take all necessary steps to clarify the matter and limit the damage, as well as support BMW hereby and
- c) accept all appropriate measures taken at BMW as a result of the Information Security Incident by BMW to protect the BMW IT infrastructure (e.g., disconnection of the IT-System connections) and
- d) ensure trouble-free reconnection to the BMW IT infrastructure and
- e) support BMW in the recovery of the Data if the Information Security Incident causes an

interruption or delay of the contractual performance, a decrease in the operations efficiency, or the loss of Data and

- f) upon BMW's request, provide all relevant details regarding the Information Security Incident, including Indicator of Compromise (IOC), Tactics, Techniques, and Procedures (TTP) or an incident closure report, and
- g) upon BMW's request, provide a security report for a specified period. The necessary contents of such report shall include results of the security checks, identified Information Security risks, as well as identified Information Security Incidents and their handling.

The Contractor's obligations arising from the contractual relationship remain unaffected.

- 7.6 If BMW becomes aware of an infringement of the agreed implementation and maintenance of Information Security, the existence of an Information Security Incident or if there are reasonable indications of this, BMW has the right to ensure compliance with the requirements for Information and IT Security in accordance with this clause 0 and the agreed data protection and security guidelines (cf. Clause **Fehler! Verweisquelle konnte nicht gefunden werden.Fehler! Verweisquelle konnte nicht gefunden werden.**) on data protection and security (hereinafter "**Audits**"). The Contractor shall tolerate BMW's Audits and shall provide cooperation services such as information, as far as this is necessary for the Audit. BMW may also convince itself of the compliance with the agreed technical and organisational measures within the business premises of the Contractor including the IT systems after timely announcement during normal business hours and, as far as possible and reasonable, without disturbance of the business procedures. BMW shall respect any confidentiality obligations which may exist between the Contractor and third parties. BMW is entitled to have Audits conducted by an external qualified company that is contractually bound to confidentiality regarding third parties, unless such company is a Competitor of the Contractor. BMW's statutory rights of control and information are neither limited nor excluded by this provision.
- 7.7 The Contractor shall notify BMW of a central contact person for Information Security via the B2B-Portal (Supplier Data Maintenance > Information Security Officer) before first delivery of goods or service provision and inform BMW of any changes without undue delay.
- 7.8 The Contractor shall ensure that through appropriate contractual regulations, all and any of its sub-contractors are contractually bound to BMW to comply with the terms of this Clause 0

("Information Security") and that this obligation is passed on accordingly along the supply chain.

8. Compliance

- 8.1 For BMW it is of paramount importance that corporate activities take social responsibility towards its own employees and to society as a whole into account. This applies both to BMW itself and to its suppliers. BMW and the Contractor are committed to respecting the principles and rights adopted by the International Labour Organisation (ILO) in the "Declaration on Fundamental Principles and Rights at Work" (Geneva 06/98), the guidelines of the UN Initiative Global Compact (Davos, 01/99) and the UN Guiding Principles on Business and Human Rights (2011).

The following principles are of particular importance:

- Preservation of human rights,
- Elimination of forced, compulsory, and child labour,
- Positive and negative freedom of association,
- Elimination of discrimination on the basis of gender, race, ethnic origin, religion or belief, membership of a trade union or the like, handicap, age, sexual identity, nationality, marital status, political affiliation, veteran status, or other characteristics protected by local laws,
- Compliance with occupational safety and health requirements,
- Protection from individual arbitrary personnel measures,
- Maintenance of employability by training and continuing education,
- Maintenance of adequate social working conditions,
- Provision of conditions that enable employees to enjoy a reasonable standard of living,
- Remuneration, which permits employees to secure their livelihoods including their social and cultural participation,
- Implementation of equal opportunities and family-friendly policies,
- The protection of indigenous rights,
- Ban on bribery and extortion,
- Safeguarding of animal welfare and animal protection, in particular the 3R principle (Replacement, Reduction, Refinement) in animal testing,
- Compliance with current laws and regulations.

- 8.2 The Contractor shall comply with all applicable laws, standards and official rules and regulations, including antitrust and competition law, prevention of corruption, prevention of money laundering, export control and data protection. The Contractor shall comply with and implement the "BMW Group Supplier Code of Conduct" valid at the time of conclusion of the contract (available in the B2B-Portal

under > Collaboration > Sustainability > Environmental and social standards > Downloads); at the request of the contractor, BMW will send it to the Contractor.

8.3 In addition, the Contractor has the following obligations:

- a) For the quantitative assessment of the Contractor's resource efficiency as required by the BMW Group Supplier Code of Conduct, the Contractor shall provide BMW, upon request, the following information relating to the total annual scope of orders placed by and supplied to BMW and its Affiliated Companies: total energy consumption; CO₂ emissions; total water consumption; process waste water; metric tons of waste; VOC emissions. In addition, the Contractor shall provide upon BMW's request Data for a life cycle assessment relating to goods or parts thereof (including Data with regard to the materials input) according to the data collection format for life cycle assessment of the VDA.
- b) Polymer materials contained in goods shall comply with the BMW requirements for goods derived from the applicable statutory targets or standards for hydrocarbon emissions of vehicles throughout the entire life cycle of the goods. The production processes for goods shall be adapted to comply with such BMW requirements.
- c) The Contractor shall comply with the requirements stated in BMW Group Standard GS 93008 (1, 2 and 4) "Substances of concern" throughout the entire life cycle of the goods. The Contractor is responsible for registration and, where necessary, authorization or notification of chemical substances contained in goods in accordance with the statutory requirements that apply to the market concerned (e.g., according to Regulation (EC) No. 1907/2006 (REACH), EU).

In the event of a chemical substance being imported into the area of applicability of a relevant law, the Contractor assumes responsibility for all obligations named in the BMW Group Supplier Code of Conduct and all associated expenditure.

Furthermore, the Contractor will upon request and without undue delay provide BMW with any and all information about goods and substances contained therein, even if such goods have already been delivered, as well as declarations and confirmations, required by BMW in order to fully and timely fulfil its statutory information duties (e.g., under Art. 33 of REACH).

In the event that goods are chemical substances, preparations or materials, the

Contractor shall provide BMW with "Safety Data Sheets" for these goods.

- 8.4 The Contractor warrants that, within the context of the contracting, it shall only transmit such data to BMW as it is entitled to transmit.
- 8.5 In order to implement the obligations set out in this Clause 8, the Contractor shall take appropriate training, information, control and sanction measures in its organization, establish a responsible compliance function and appoint it upon request.
- 8.6 It shall be the responsibility of the Contractor to ensure that all and any of his subcontractors act in accordance with the provisions of this Clause 8.
- 8.7 Upon written request, the Contractor shall share information on non-financial performance indicators such as environmental, employee and social concerns, respect of human rights and combating corruption and bribery as well as the underlying strategies and processes according to recognised standards, e.g. in the form of a sustainability report in accordance with GRI or DNK compliance declaration. If due to statutory requirement the Contractor is obliged to inform on its non-financial performance indicators, then the forwarding of such corresponding report will suffice.
- 8.8 The Contractor warrants that the information provided by him with regard to its non-financial performance indicators as per Clause 8.7 is accurate, complete and - with regard to any date referred to in the documents or information - current and fairly represents its actual non-financial conditions.
- 8.9 BMW shall be entitled to refuse the participation in the contractual performance, acceptance of the contractual performance as well as its remuneration if and to the extent a relevant mandatory legal provision would be violated thereby or as long as a relevant mandatory legal provision is being violated.

9. Termination

- 9.1 BMW and the Contractor shall be entitled to extraordinarily terminate the respective contract by giving written notice if (i) circumstances exist in the person of the other contracting party which give reason to expect that it will permanently cease to meet its obligations under this contract or (ii) there is a significant deterioration in the economic situation of the other contracting party, including if insolvency or over-indebtedness is imminent or the application for the opening of insolvency proceedings has been rejected or the opening of such proceedings has been refused.

- 9.2 BMW has the right to cancel the Agreement immediately, if the hotel is sold or if significant construction or renovation activity takes place at the hotel during the time of stay.

This shall furthermore apply if it is not reasonable for guests to stay in the hotel subject to terrorism and/or responses thereto, acts of God, government regulations, disasters, strikes or disruption of transportation facilities. All cancellations have to be made in writing. Already paid deposits have to be transferred back to the Customer immediately. For the rest the statutory cancellation regulations apply.

10. Written Form

Any amendments, additions to and the termination of the Agreement are required to be in writing. This requirement of writing can be waived only by a declaration in writing.

11. General Provisions

- 11.1 The legal relationship between the parties shall be governed by German law as applicable between German merchants (Kaufleute). The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") of 11th April 1980 is excluded
- 11.2 Munich shall be the exclusive place of jurisdiction for any and all disputes arising from or in the context of this Agreement for both Parties unless a different place of jurisdiction is bindingly prescribed by law.
- 11.3 In the event that a provision of these Terms and Conditions of Contract or another provision between the contract parties is or becomes ineffective, the validity of the remainder of the Agreement shall not be affected thereby. The contract parties are obliged within the scope of that which is reasonable to, in good faith, replace the ineffective provision by a valid provision which has the equivalent outcome in terms of subject matter and economically provided that the content of the Agreement is not thereby materially changed.