

Supplementary information on agenda item 9.3:

Amendment Agreement dated 17 March 2022 to the existing Profit and Loss Transfer Agreement between BMW AG and BMW Bank GmbH

Amendment Agreement pursuant to § 295 AktG to the Profit and Loss Transfer Agreement in the version dated 9 March 2021

between

Bayerische Motoren Werke Aktiengesellschaft with its registered office in Munich and entered in the Commercial Register of Munich District Court under HRB 42243,

– hereinafter referred to as the “**Controlling Entity**” –

and

BMW Bank GmbH with its registered office in Munich and entered in the Commercial Register of Munich District Court under HRB 82381,

– hereinafter referred to as the “**Controlled Entity**” –

– Controlling Entity and Controlled Entity are hereinafter also referred to individually as “**Party**” or collectively as “**Parties**” –

Preamble

The Controlling Entity is the sole shareholder of the Controlled Entity. The Parties concluded a Profit and Loss Transfer Agreement on 9 March 2021.

The Profit and Loss Transfer Agreement of 9 March 2021 contains, among other things, dynamic references to the provisions of §§ 301, 302 AktG (German Stock Corporation Act). In addition, the wording of individual components of these provisions has been incorporated into the text of the agreement in isolated cases and merely by way of example. The interpretation of the Profit and Loss Transfer Agreement of 9 March 2021 shows in this respect that the dynamic references should take precedence over the adopted wording of the provisions. This was and is also the understanding of the Parties.

Notwithstanding the above, the Parties take the minor amendment of the wording of section 302 AktG as of 1.01.2021 as an opportunity for the purpose of legal clarity and certainty in order to

- express the common understanding even more clearly about the dynamic references to §§ 301, 302 AktG,

- to amend the wording of the Profit and Loss Transfer Agreement in such a way that it does not have to be amended even in the event of any future amendments to the relevant provisions in the Stock Corporation Act,
- to further standardise the existing Profit and Loss Transfer Agreements in the BMW Group,
- to make other editorial adjustments to the text of the agreement.

Based on this, the Parties agree on the following in continuation of the fiscal unity within the meaning of §§ 14, 17 KStG (Corporation Taxes Act):

- I. The Profit and Loss Transfer Agreement in the version of 9 March 2021 shall be amended in accordance with § 295 of the German Stock Corporation Act (AktG) and shall be worded as follows (right column, without notes):

Version of 9 March 2021	Amended version
<p>Preamble</p> <p>The Controlling Entity is the sole shareholder of the Controlled Entity.</p> <p>1. Profit transfer</p> <p>1.1</p> <p>The Controlled Entity undertakes to transfer its entire profit to the Controlling Entity. The provisions of § 301 of the German Stock Corporation Act (AktG) shall apply in full in their respective valid version.</p> <p>1.2</p> <p>Accordingly, subject to the formation or release of reserves pursuant to sections 1.3 and 1.4 below – profit is the total annual net profit arising without the profit transfer, reduced by any loss carried forward from the previous year and reduced by the</p>	<p>Preamble</p> <p>The Controlling Entity is the sole shareholder of the Controlled Entity. The Parties hereby agree on the following Profit and Loss Transfer Agreement.</p> <p>1. Profit transfer</p> <p>1.1</p> <p>The Controlled Entity undertakes to transfer its entire profit arising during the term of the agreement to the Controlling Entity. The provisions of § 301 of the German Stock Corporation Act (AktG), as amended, shall apply to the transfer of profits; if, in the event of future amendments to § 301 of the AktG, the wording of the agreement should conflict with the statutory provision, the latter shall prevail.</p> <p>–</p> <p>[Note: section 1.2. old version was merged with section 1.1]</p>

other deductions listed in § 301 AktG, as amended, insofar as they are relevant to the Controlled Entity.

1.3

The Controlled Entity may transfer amounts from the net profit for the year to revenue reserves (§ 272 para. 3 HGB (German Commercial Code) – with the exception of the statutory reserves, if relevant – (hereinafter referred to as "other revenue reserves") or the special item "fund for general banking risks" pursuant to § 340g HGB to the extent that this is permissible under commercial law and to the extent that the allocation to other revenue reserves is economically justified on the basis of a reasonable commercial assessment or, to the extent that the allocation to the special item "fund for general banking risks" is necessary on the basis of a reasonable commercial assessment due to the special risks of its business sector as a credit institution.

1.4

Other revenue reserves formed during the term of the agreement must be dissolved at the request of the Controlling Entity and used to offset a net loss for the year or transferred as profit. However, the Controlled Entity is not obliged to dissolve other revenue reserves for the purpose of transferring profits pursuant to sentence 1 if the requested transfer of profits would result in the Controlled Entity no longer having sufficient own funds. The transfer of pre-contractual capital and revenue reserves is excluded.

1.2

The Controlled Entity may allocate amounts from the net profit for the year to revenue reserves (§ 272 para. 3 HGB (German Commercial Code)) to the extent that this is permissible under commercial law and (i) is economically justified on the basis of a reasonable commercial assessment or (ii) these are statutory reserves to be formed from the result. The Controlled Entity may allocate amounts from the net profit for the year to the special item "Fund for general banking risks" in accordance with § 340g HGB, insofar as this is permissible under commercial law and necessary on the basis of a reasonable commercial assessment due to the special risks of its business sector as a credit institution.

1.3

Reserve revenues formed during the term of the agreement pursuant to section 1.2 sentence 1 shall – to the extent legally permissible – be dissolved at the request of the Controlling Entity and transferred as profit under the conditions of § 301 of the German Stock Corporation Act (AktG) as amended. However, the Controlled Entity is not obliged to dissolve other revenue reserves for the purpose of transferring profits pursuant to sentence 1 if the requested transfer of profits would result in the Controlled Entity no longer having sufficient own funds. Other reserves and the profit carried forward and reserves originating from the time before the validity of this agreement may not be transferred to the Controlling Entity as profit. The same shall apply to capital reserves, whether they were formed before or after the entry into force of this agreement.

1.5

The claim to profit transfer shall become due with the adoption of the annual financial statements of the Controlled Entity.

2. Loss transfer

2.1

The provisions § 302 AktG shall apply in full in their respective valid version.

2.2

In particular, the Controlling Entity shall be obliged pursuant to § 302 para. 1 AktG to offset any net loss for the year otherwise arising during the term of the agreement, unless such net loss is offset by withdrawing amounts from the other revenue reserves which were transferred to it during the term of the agreement.

2.3

The claim for loss transfer is due on the reporting date of the annual financial statements of the Controlled Entity.

3. Effective date and duration of the agreement

3.1

This agreement is concluded subject to the approval of the Annual General Meeting of the Controlling Entity and the approval of the shareholders' meeting of the Controlled Entity. It becomes effective upon entry in the commercial register of the Controlled Entity and applies for the period from the beginning of the financial year of the entry.

1.4

The claim for profit transfer arises at the end of the fiscal year of the Controlled Entity and becomes due with the adoption of the annual financial statements of the Controlled Entity.

2. Loss transfer

2.1

The provisions § 302 AktG shall apply in full in their respective valid version.

–

[Note: deleted, as already included in section 2.1]

2.2

The claim for loss transfer arises at the end of the fiscal year of the Controlled Entity and is due with value date at this time.

3. Effective date and duration of the agreement

3.1

This agreement is concluded subject to the approval of the Annual General Meeting of the Controlling Entity and the approval of the shareholders' meeting of the Controlled Entity. It shall become effective upon entry in the commercial register of the Controlled Entity and shall apply from the beginning of the Controlled Entity's financial year running at the time of entry of this agreement in the commercial register.

3.2

The contract had a minimum term of five years, which expired on 31.12.2014. The agreement shall be extended by one year at a time following the minimum term if it is not terminated by one party at least six weeks before its expiry with effect from the end of a financial year of the Controlled Entity. The termination shall not affect the contractual obligations of the parties, in particular the duty of the Controlling Entity to assume losses pursuant to section 2, until the termination takes effect.

4. Final provisions

Should individual provisions of this agreement be or become invalid, or should this agreement contain loopholes, this shall not affect the validity of the remaining provisions.

In such a case, insofar as a supplementary interpretation of the agreement is not possible, the Parties shall agree on the provision which would have been agreed taking into account the purpose of the agreement if the ineffectiveness of the provision or the loophole had been known from the outset.

3.2

The agreement is valid for an indefinite period. It may be terminated with six weeks' notice only at the end of the fiscal year of the Controlled Entity. However, ordinary termination is possible for the first time at the end of the fiscal year of the Controlled Entity at the end of which the minimum tax term within the meaning of §§ 14, 17 KStG (Corporation Taxes Act), § 2 GewStG (Trade Tax Act), as amended, is fulfilled (at the time of the conclusion of the agreement, the minimum term is five years).

4. Final provision

If any provision of this agreement is or becomes invalid, unenforceable or unenforceable in whole or in part, the validity, enforceability and enforceability of the remaining provisions of this agreement shall not be affected thereby. The Parties undertake to agree on a valid, feasible and enforceable provision in place of the invalid, unenforceable or unenforceable provision which comes as close as possible to the economic purpose pursued by the Parties with the invalid, unenforceable or unenforceable provision. The same applies if the contract contains a loophole.

- II. The consolidated Profit and Loss Transfer Agreement as amended by this agreement is attached to this Amendment Agreement as an annex.
- III. The Amendment Agreement is concluded subject to the approval of the Annual General Meeting of the Controlling Entity and the shareholders' meeting of the Controlled Entity. It becomes effective upon entry in the commercial register of the Controlled Entity and applies for the period from the beginning of the financial year of the entry.

Munich, 17 March 2022

Bayerische Motoren Werke Aktiengesellschaft

[SIGNATURE]

Oliver Zipse
Chairman of the Board of
Management

[SIGNATURE]

Dr Nicolas Peter
Member of the Board of
Management

BMW Bank GmbH

[SIGNATURE]

Dr Kathrin Kerls
Managing Director

[SIGNATURE]

Dr Winfried Müller
Managing Director

Profit and Loss Transfer Agreement

(as amended on 17 March 2022)

between

Bayerische Motoren Werke Aktiengesellschaft with its registered office in Munich and entered in the Commercial Register of Munich District Court under HRB 42243,

– hereinafter referred to as the “**Controlling Entity**” –

and

BMW Bank GmbH with its registered office in Munich and entered in the Commercial Register of Munich District Court under HRB 82381,

– hereinafter referred to as the “**Controlled Entity**” –

– Controlling Entity and Controlled Entity are hereinafter also referred to individually as “**Party**” or collectively as “**Parties**” –

Preamble

The Controlling Entity is the sole shareholder of the Controlled Entity. The Parties hereby agree on the following Profit and Loss Transfer Agreement.

1. Profit transfer

1.1

The Controlled Entity undertakes to transfer its entire profit arising during the term of the agreement to the Controlling Entity. The provisions of § 301 of the German Stock Corporation Act (AktG), as amended, shall apply to the transfer of profits; if, in the event of future amendments to § 301 of the AktG, the wording of the agreement should conflict with the statutory provision, the latter shall prevail.

1.2

The Controlled Entity may allocate amounts from the net profit for the year to revenue reserves (§ 272 para. 3 HGB) to the extent that this is permissible under commercial law and (i) is economically justified on the basis of a reasonable commercial assessment or (ii) these are statutory reserves to be formed from the result. The Controlled Entity may allocate amounts from the net profit for the year to the special item "Fund for general banking risks" in accordance with § 340g HGB, insofar as this is permissible under commercial law and necessary on the basis of a reasonable commercial assessment due to the special risks of its business sector as a credit institution.

1.3

Reserve revenues formed during the term of the agreement pursuant to section 1.2 sentence 1 shall – to the extent legally permissible – be dissolved at the request of the Controlling Entity and transferred as profit under the conditions of § 301 of the German Stock Corporation Act (AktG) as amended. However, the Controlled Entity is not obliged to dissolve other revenue reserves for the purpose of transferring profits pursuant to sentence 1 if the requested transfer of profits would result in the Controlled Entity no longer having sufficient own funds. Other reserves and the profit carried forward and reserves originating from the time before the validity of this agreement may not be transferred to the Controlling Entity as profit. The same shall apply to capital reserves, whether they were formed before or after the entry into force of this agreement.

1.4

The claim for profit transfer arises at the end of the fiscal year of the Controlled Entity and becomes due with the adoption of the annual financial statements of the Controlled Entity.

2. Loss transfer

2.1

The provisions § 302 AktG shall apply in full in their respective valid version.

2.2

The claim for loss transfer arises at the end of the fiscal year of the Controlled Entity and is due with value date at this time.

3. Effective date and duration of the agreement

3.1

This agreement is concluded subject to the approval of the Annual General Meeting of the Controlling Entity and the approval of the shareholders' meeting of the Controlled Entity. It shall become effective upon entry in the commercial register of the Controlled Entity and shall apply from the beginning of the Controlled Entity's financial year running at the time of entry of this agreement in the commercial register.

3.2

The agreement is valid for an indefinite period. It may be terminated with six weeks' notice only at the end of the fiscal year of the Controlled Entity. However, ordinary termination is possible for the first time at the end of the fiscal year of the Controlled Entity at the end of which the minimum tax term within the meaning of §§ 14, 17 KStG (Corporation Taxes Act), § 2 GewStG (Trade Tax Act), as amended, is fulfilled (at the time of the conclusion of the agreement, the minimum term is five years).

4. Final provision

If any provision of this agreement is or becomes invalid, unenforceable or unenforceable in whole or in part, the validity, enforceability and enforceability of the remaining provisions of this agreement shall not be affected thereby. The Parties undertake to agree on a valid, feasible and enforceable provision in place of the invalid, unenforceable or unenforceable provision which comes as close as possible to the economic purpose pursued by the Parties with the invalid, unenforceable or unenforceable provision. The same applies if the contract contains a loophole.