

Supplementary information on agenda item 9.3:

Joint Report pursuant to § 293a AktG of the Board of Management of BMW AG and the Management of BMW Bank GmbH dated 17 March 2022

This is a convenience translation. The signed German report is the legally binding version.

Joint Report pursuant to § 293a AktG

of the **Board of Management of Bayerische Motoren Werke Aktiengesellschaft,
Munich,**

(hereinafter also referred to as "**BMW AG**" or "**Controlling Entity**")

and

of the **Management of BMW Bank GmbH, Munich,**

(hereinafter also referred to as "**Controlled Entity**")

on the Amendment Agreement of

17 March 2022

to the Profit and Loss Transfer Agreement in the version of 09 March 2021

between

BMW AG and BMW Bank GmbH

(hereinafter also referred to individually as "**Party**" or collectively as "**Parties**")

1. Introduction

A Profit and Loss Transfer Agreement exists between the Controlling Entity and the Controlled Entity, which was last amended on 9 March 2021 (hereinafter referred to as "Profit and Loss Transfer Agreement"). Through this agreement, the Controlled Entity undertook to transfer its entire profit to the Controlling Entity. In turn, the Controlling Entity undertook to assume the losses of the Controlled Entity. The Annual General Meeting of Shareholders of the Controlling Entity approved the Profit and Loss Transfer Agreement on 12 May 2021, after the shareholders' meeting of the Controlled Entity had already given its approval on 17 March 2021. The Profit and Loss Transfer Agreement became effective upon entry in the Commercial Register of BMW Bank GmbH on 22 June 2021. As a result of the Profit and Loss Transfer Agreement, fiscal unity applies in the area of corporate income tax and trade tax between BMW AG and BMW Bank GmbH.

The Parties take the occasion of an amendment of § 302 of the German Stock Corporation Act (AktG) to clarify the relevant provisions in the existing Profit and Loss Transfer Agreement and to adapt the agreement as a whole to current standards. Therefore the Controlling Entity and the Controlled Entity concluded an agreement on 17 March 2022 containing amendments to individual provisions of the Profit and Loss Transfer Agreement (hereinafter "Amendment Agreement"). The Board of Management of BMW AG and the Management of BMW Bank GmbH jointly issue the following report on the Amendment Agreement pursuant to § 293a of the German Stock Corporation Act ("AktG"). The report serves to inform BMW AG shareholders in preparation for the Annual General Meeting on 11 May 2022.

2. General information on BMW Bank GmbH; relationship with BMW AG

BMW Bank GmbH with its registered office in Munich, is entered in the Commercial Register of Munich District Court under HRB 82381. It has branches in Italy, Spain and Portugal.

The object of BMW Bank GmbH is to conduct banking business pursuant to § 1 paragraph 1, items 1-5, 7-9 and financial services pursuant to paragraph 1a as well as business activities pursuant to paragraph 3, items 2 and 6 of the German Banking Act; furthermore, commercial brokering of insurances, leasing of objects of all kinds, in particular motor vehicles, as well as the provision of other services for affiliated companies.

BMW AG is the sole shareholder of BMW Bank GmbH.

The Management of BMW Bank GmbH currently consists of the following members: Dr Kathrin Kerls (Chair), Mr Joachim Herr, Mr Hans-Peter Mathe and Dr Winfried Müller.

The Supervisory Board of BMW Bank GmbH currently consists of the following members: Dr Thomas Wittig (Chairman), Ms Birgit Böhm-Wannenwetsch (until 31 March

2022, since 1 April 2022: Mr Gerald Holzmann), Mr Horst Erik Fischer, Mr Georg Linsner, Ms Heike Schneeweis and Mr Jonathan Townend.

In the annual financial statements of BMW Bank GmbH as at 31 December 2020, total assets amount to EUR 28.73 billion. A net profit before profit transfer was not achieved in the 2020 financial year due to extraordinary depreciation and impairments (2019: EUR 261.4 million, 2018: EUR 200.7 million).

All in all, from today's perspective, neither the current nor the expected net assets, financial position and results of operations based on current estimates offer any indication that the Controlled Entity might assert claims for the assumption of losses against the Controlling Entity in the financial years 2021 to 2023.

3. Amendment Agreement; framework data and consent requirement

The Amendment Agreement between BMW AG and BMW Bank GmbH was concluded on 17 March 2022. It will be submitted to the Annual General Meeting of BMW AG on 11 May 2022 for approval in accordance with §§ 295, 293 AktG. BMW AG as the sole shareholder of BMW Bank GmbH is expected to approve the Amendment Agreement in notarised form by the end of April 2022. In order to become effective, the Amendment Agreement continues to require entry in the Commercial Register of BMW Bank GmbH by analogous application of §§ 295, 294 (2) AktG.

4. Legal and economic reasons for concluding the Amendment Agreement; effects of the Amendment Agreement

A prerequisite for the recognition of a fiscal unity between BMW AG and BMW Bank GmbH is, inter alia, pursuant to § 17 para. 1 sentence 2 of the German Corporation Tax Act (KStG), a dynamic inclusion of the respective applicable versions of §§ 301, 302 of the German Stock Corporation Act (AktG) in the Profit and Loss Transfer Agreement. The previous Profit and Loss Transfer Agreement between BMW AG and BMW Bank GmbH contains, in addition to such dynamic references, also some literal reproductions of the legal text in force at the time of the conclusion of the agreement.

The Parties take an amendment of § 302 AktG as of 1 January 2021 as an opportunity to remove the literal reproductions of the law subordinate to the dynamic references from the agreement without replacement for the sake of legal clarity and certainty. In addition, the contractual provisions are to be adapted to group-wide standards and editorially revised in such a way that future amendments to the relevant legal standards do not trigger a need to amend the Profit and Loss Transfer Agreement, if possible.

The proposed amendments to the existing Profit and Loss Transfer Agreement thus largely consist of editorial revisions without affecting the essential content of the existing contractual provisions.

5. Alternatives to the conclusion of the Amendment Agreement

In the opinion of the Parties, the minor amendment of § 302 AktG as of 1 January 2021 does not give rise to a legal need to amend the existing agreement. This is because, taking into account the requirements pursuant to the letter of the Federal Ministry of Finance of 4 July 2013 (IV C 2 - S1910/10/1077:005, DOK 2013/0640187, FD-DStR 2013, 350430, see also OFD Karlsruhe, 16 January 2014, S 277.0/52/2-St 221), the interpretation of the agreement in the view of the Parties undoubtedly results in a priority of the dynamic references over the literal reproductions of the law.

Since no substantial change in the content of the existing agreement is intended, leaving the existing agreement in place is an alternative to concluding the amendment agreement. However, the combination of dynamic references with literal reproductions of the law no longer corresponds to the best practice standard for profit transfer agreements. Without an amendment of the agreements, there is a risk for future financial years as it cannot be ruled out that the tax authorities call the fiscal unity between the Parties into question. Should the fiscal unity no longer be recognised, this could result in tax disadvantages for the Parties. To eliminate this tax risk, the amendments to the existing agreement are proposed.

6. Explanatory notes on the Amendment Agreement

The content of the proposed amendments can be seen in detail in the comparison of the old and new provisions in section I. of the Amendment Agreement.

None of the proposed amendments will result in a significant change in the rights and obligations of the Parties.

Section 2.1 remains unchanged.

The amendments to the preamble and to sections 1.1, 1.3, 1.4, 1.5, 2.3, 3.1 and 4 (old version in each case) are merely clarifying and/or editorial amendments as well as linguistic adjustments to standard clauses used throughout the Group.

Insofar as sections 1.2 and 2.2 (old version in each case) contained literal reproductions of the law, these were deleted.

Section 3.2 old version contained a (minimum) agreement period of five years with a specific end date. If the agreement was not terminated in time, it was automatically extended by one year at a time. According to the new provision, the agreement is concluded for an indefinite period, but the right of termination is excluded for the duration of the minimum period applicable in each case. In effect, the old and new provisions are largely the same. Unlike the old provision, however, the new provision no longer requires the specification of a concrete end date. Such an agreement would have to be amended in the event of a change in the statutory minimum contractual term during contract implementation. This is not (any longer) necessary with the new provision.

7. No compensation and no settlement, no contract review

No compensation or settlement is payable to external shareholders, as all shares in the Controlled Entity are held by the Controlling Entity. For this reason, there is likewise no need for a review of the Amendment Agreement by one or more experts pursuant to § 295, 293b et seq. AktG.

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 (Finance)

BMW Bank GmbH

[SIGNATURE]

Dr Kathrin Kerls
Managing Director

[SIGNATURE]

Dr Winfried Müller
Managing Director