



BMW Group South Africa

676674
Mr William Matlala
11367 Extension 6
Mamelodi
Pretoria
0122

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear William,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

Fax +27(0)12 522 2347

Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

D J Modise

T Achenbach**

C C Pillay

T Moodally

T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

GENERAL COMPANY CONDITIONS

INDUCTION

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

POLICIES AND INSTRUCTIONS

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail InformationOfficer@bmw.co.za or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at InformationOfficer@bmw.co.za.
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

CONFIDENTIALITY

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

COMMUNICATION INFRASTRUCTURE

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

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- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I William Thabo Matlala (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
William Thabo Matlala

BMW Group South Africa

676675

Ms Tshepiso Dube
Tebello street
Olivenhoutbosch
Centurion
0157

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Tshepiso,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
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Midrand 1685

Tel +27(0)12 522 3000

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Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

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***Non-Executive

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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

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BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
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TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
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Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

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The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

CONFIDENTIALITY

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

COMMUNICATION INFRASTRUCTURE

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
Page 8

- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Tshepiso Precious Dube (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Tshepiso Precious Dube

BMW Group South Africa

676676

Ms Tebogo More
1285 Block GG
Soshanguve
Pretoria
0152

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Tebogo,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

Fax +27(0)12 522 2347

Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

D J Modise

T Achenbach**

C C Pillay

T Moodally

T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

Subject	Appointment Contract: Production Associate Trainee
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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

GENERAL COMPANY CONDITIONS

INDUCTION

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

POLICIES AND INSTRUCTIONS

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

Subject **Appointment Contract: Production Associate Trainee**
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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail InformationOfficer@bmw.co.za or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at InformationOfficer@bmw.co.za.
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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Appointment Contract: Production Associate Trainee

25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

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You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

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SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

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All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
Page 8

- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Tebogo Jupiter More (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Tebogo Jupiter More



BMW Group South Africa

676677

Mr Tebogo Masoga
36 Brackenshire street
Orchard
Pretoria
0812

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Tebogo,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

Fax +27(0)12 522 2347

Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

D J Modise

T Achenbach**

C C Pillay

T Moodally

T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

Subject	Appointment Contract: Production Associate Trainee
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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

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REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

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BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

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Date 25 October 2024
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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

GENERAL COMPANY CONDITIONS

INDUCTION

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

POLICIES AND INSTRUCTIONS

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail InformationOfficer@bmw.co.za or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at InformationOfficer@bmw.co.za.
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

CONFIDENTIALITY

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

COMMUNICATION INFRASTRUCTURE

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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25 October 2024
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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
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- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Tebogo Simon Masoga (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Tebogo Simon Masoga

BMW Group South Africa

676678
Ms Portia Mabina
27 Phuduhudi Street
Saulsville
Pretoria
0152

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Portia,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

Fax +27(0)12 522 2347

Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

D J Modise

T Achenbach**

C C Pillay

T Moodally

T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

Subject	Appointment Contract: Production Associate Trainee
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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
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Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

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To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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Appointment Contract: Production Associate Trainee

25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

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You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

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You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

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- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
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- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Portia Athinaboyo Mabina (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Portia Athinaboyo Mabina



BMW Group South Africa

676679

Ms Pearl Monyela
2812 Block L
Soshanguve
Pretoria
0152

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Pearl,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

Fax +27(0)12 522 2347

Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

D J Modise

T Achenbach**

C C Pillay

T Moodally

T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

GENERAL COMPANY CONDITIONS

INDUCTION

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

POLICIES AND INSTRUCTIONS

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To archive this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

Subject **Appointment Contract: Production Associate Trainee**
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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail InformationOfficer@bmw.co.za or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at InformationOfficer@bmw.co.za.
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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Appointment Contract: Production Associate Trainee

25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

CONFIDENTIALITY

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

COMMUNICATION INFRASTRUCTURE

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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25 October 2024

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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
Page 8

- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Pearl Nkamogeleng Monyela (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Pearl Nkamogeleng Monyela

BMW Group South Africa

676681

Mr Ofentse Msiza
346 Block GG
Soshanguve
Pretoria
0152

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Ofentse,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

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Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

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T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

Subject	Appointment Contract: Production Associate Trainee
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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

Subject **Appointment Contract: Production Associate Trainee**
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Page 3

DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
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Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

Subject **Appointment Contract: Production Associate Trainee**
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Page 5

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4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

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<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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Appointment Contract: Production Associate Trainee

25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

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COMMUNICATION INFRASTRUCTURE

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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Appointment Contract: Production Associate Trainee
25 October 2024
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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
Page 8

- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Ofentse Msiza (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Ofentse Msiza

BMW Group South Africa

676683

Ms Masindi Magweda
1733 Block BB
Soshanguve
Pretoria
0152

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Masindi,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

Fax +27(0)12 522 2347

Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

D J Modise

T Achenbach**

C C Pillay

T Moodally

T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

Subject	Appointment Contract: Production Associate Trainee
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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

GENERAL COMPANY CONDITIONS

INDUCTION

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

POLICIES AND INSTRUCTIONS

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

Subject **Appointment Contract: Production Associate Trainee**
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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail InformationOfficer@bmw.co.za or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at InformationOfficer@bmw.co.za.
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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Appointment Contract: Production Associate Trainee

25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

CONFIDENTIALITY

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

COMMUNICATION INFRASTRUCTURE

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

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- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

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All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

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GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
Page 8

- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Masindi Magweda (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Masindi Magweda

BMW Group South Africa

676684

Mr Mereland Lenonyane
156 Lange Street
Nieuw Muckleunek
Pretoria
0001

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Mereland,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

Fax +27(0)12 522 2347

Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

D J Modise

T Achenbach**

C C Pillay

T Moodally

T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

Subject **Appointment Contract: Production Associate Trainee**
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Page 2

NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

GENERAL COMPANY CONDITIONS

INDUCTION

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

POLICIES AND INSTRUCTIONS

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail InformationOfficer@bmw.co.za or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at InformationOfficer@bmw.co.za.
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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25 October 2024
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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

CONFIDENTIALITY

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

COMMUNICATION INFRASTRUCTURE

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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Appointment Contract: Production Associate Trainee

25 October 2024

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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
Page 8

- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Mereland Rantshike Lenonyane (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Mereland Rantshike Lenonyane



BMW Group South Africa

676687
Ms Maria Masiye
1410 Katheng Stand
Winterveld
Pretoria
0198

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Maria,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

Fax +27(0)12 522 2347

Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

D J Modise

T Achenbach**

C C Pillay

T Moodally

T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

Subject	Appointment Contract: Production Associate Trainee
Date	25 October 2024
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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

Subject **Appointment Contract: Production Associate Trainee**
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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

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INDUCTION

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

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Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To archive this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

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<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at InformationOfficer@bmw.co.za.
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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Appointment Contract: Production Associate Trainee
25 October 2024
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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

CONFIDENTIALITY

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

COMMUNICATION INFRASTRUCTURE

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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Appointment Contract: Production Associate Trainee

25 October 2024

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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
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- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Maria Masiye (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Maria Masiye



BMW Group South Africa

676688
Ms Malope Malaka
4131 Vaal Street
Soshanguve
Brakpan
1550

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Malope,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

Fax +27(0)12 522 2347

Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

D J Modise

T Achenbach**

C C Pillay

T Moodally

T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

Subject	Appointment Contract: Production Associate Trainee
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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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Appointment Contract: Production Associate Trainee
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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

GENERAL COMPANY CONDITIONS

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You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

POLICIES AND INSTRUCTIONS

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

Subject **Appointment Contract: Production Associate Trainee**
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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail InformationOfficer@bmw.co.za or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at InformationOfficer@bmw.co.za.
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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Appointment Contract: Production Associate Trainee

25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

CONFIDENTIALITY

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

COMMUNICATION INFRASTRUCTURE

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
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- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Mamsie Malope Malaka (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Mamsie Malope Malaka

BMW Group South Africa

676689

Ms Dineo Masango
13259 Moeketsi Street
Etwatwa
Daveyton
1519

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Dineo,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
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Tel +27(0)12 522 3000

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Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

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***Non-Executive

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

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BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

Subject **Appointment Contract: Production Associate Trainee**
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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
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LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

Subject **Appointment Contract: Production Associate Trainee**
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Page 5

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4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

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<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

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SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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Appointment Contract: Production Associate Trainee
25 October 2024
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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
Page 8

- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Dineo Patience Masango (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Dineo Patience Masango



BMW Group South Africa

676691

Ms Kedibone Mphahlele
40 Modumela Street
Atteridgeville
Pretoria
0008

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Kedibone,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

Fax +27(0)12 522 2347

Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

D J Modise

T Achenbach**

C C Pillay

T Moodally

T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

GENERAL COMPANY CONDITIONS

INDUCTION

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

POLICIES AND INSTRUCTIONS

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

Subject **Appointment Contract: Production Associate Trainee**
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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail InformationOfficer@bmw.co.za or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at InformationOfficer@bmw.co.za.
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

CONFIDENTIALITY

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

COMMUNICATION INFRASTRUCTURE

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
Page 8

- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Kedibone Mphahlele (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Kedibone Mphahlele

BMW Group South Africa

676692

Mr Kgothatso Lebelo
959 Block P
Soshanguve
Pretoria
0152

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Kgothatso,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

Fax +27(0)12 522 2347

Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

D J Modise

T Achenbach**

C C Pillay

T Moodally

T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

Subject **Appointment Contract: Production Associate Trainee**
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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

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BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

GENERAL COMPANY CONDITIONS

INDUCTION

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

POLICIES AND INSTRUCTIONS

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail InformationOfficer@bmw.co.za or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at InformationOfficer@bmw.co.za.
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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Appointment Contract: Production Associate Trainee

25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

CONFIDENTIALITY

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

COMMUNICATION INFRASTRUCTURE

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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Appointment Contract: Production Associate Trainee
25 October 2024
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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
Page 8

- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Kgothatso Mothuja Lebelo (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Kgothatso Mothuja Lebelo



BMW Group South Africa

676693

Ms Anna Sema
707 Block M
Soshanguve
Pretoria
0152

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Anna,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

Fax +27(0)12 522 2347

Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

D J Modise

T Achenbach**

C C Pillay

T Moodally

T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

Subject	Appointment Contract: Production Associate Trainee
Date	25 October 2024
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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

Subject **Appointment Contract: Production Associate Trainee**
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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

GENERAL COMPANY CONDITIONS

INDUCTION

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

POLICIES AND INSTRUCTIONS

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

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3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

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<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at InformationOfficer@bmw.co.za.
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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Appointment Contract: Production Associate Trainee

25 October 2024

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

CONFIDENTIALITY

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

COMMUNICATION INFRASTRUCTURE

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

Subject **Appointment Contract: Production Associate Trainee**
Date 25 October 2024
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- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Anna Sema (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Anna Sema

BMW Group South Africa

676694

Ms Kamogelo Mosomane
733 Gwendolen Road
Wolmer
Pretoria
0182

Your/Our Reference

Your message dated

Department/From **HR Services, PE-66**

Telephone **012 522 4114**

Fax

E-mail **askhrservices.za@bmwgroup.com**

Date **25 October 2024**

Subject **Appointment Contract: Production Associate Trainee**

Dear Kamogelo,

We are pleased to confirm your appointment with the BMW (South Africa) Pty Ltd ("BMW SA") under the following terms and conditions:

POSITION

You are hereby appointed as a **Production Associate Trainee**, for the purposes of being trained and/or gaining work experience, in order to enter the job market or profession.

DEPARTMENT

The normal place of work shall be BMW Plant Rosslyn. Notwithstanding the department you will be placed in and as part of your training, you may be re-allocated to other departments, at BMW SA's sole discretion. Any position and department described herein should under no circumstances be regarded as a fixed position or department.

DURATION

Notwithstanding the date of signature hereof, this Agreement shall commence with effect on the **2024/10/29** and shall automatically terminate on **2025/03/31**.

PLACE OF WORK

The normal place of work for you shall be Plant Rosslyn.

Company

BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
03/24

Postal address

PO Box 2955
Pretoria 0001

Office address

1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685

Tel +27(0)12 522 3000

Fax +27(0)12 522 2347

Internet www.bmw.co.za

Board of Directors

Dr M Nedeljković* (Chairman)
P J van Binsbergen (CEO South Africa)

Dr. J R Kemminer** (CFO)

Dr. N Fichtmüller**

D J Modise

T Achenbach**

C C Pillay

T Moodally

T S Profit-McLean***

S Mabaso-Koyana***

*Serbian **German

***Non-Executive

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NON-PERMANENT

Your appointment is on a fixed term contract basis, and it is expressly agreed between the parties that BMW SA has made no offer of permanent employment to you, nor has a reasonable expectation of permanent employment been created by BMW SA, nor have you accepted an appointment on such basis.

BINDING AGREEMENT

This agreement shall be binding on the parties from the Effective Date and neither party shall have any claim against the other party, for any reason prior to the Effective Date and including after the Termination Date.

REMUNERATION

BMW SA shall remunerate you for the services in the amount of **R43.00** per hour, less any statutory deductions.

You shall be paid monthly by electronic transfer into your bank account.

HOURS OF WORK

Your standard working hours are 40 (forty) hours per week, including a daily thirty-minute unpaid lunch break.

BMW SA reserves the right to set or change daily start and finish times in accordance with business requirements.

BMW SA's standard business hours are from 07h00 until 15h30.

Please note, should your function and hours of work be directly linked to production shifts, your time will be administered on the relevant shift pattern model.

GENERAL BENEFITS**LEAVE**

For the duration of this agreement, you will accumulate 1.25 days' leave for every month worked. Should you have accumulated unused leave days as at the Termination Date, then you will be paid in respect of leave due when this agreement terminates.

No leave shall be taken in the last month of this contract.

The provisions of the Basic Conditions of Employment Act 75 of 1997 pertaining to leave shall apply to you.

OTHER BENEFITS

You will be entitled to statutory Workman's Compensation and Unemployment Insurance cover, provided you qualify in terms of the statutes regulating these benefits.

RELOCATION

You shall be responsible for your own relocation costs, should relocation be necessary.

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DUTIES AND RESPONSIBILITIES

For the duration of your appointment, you shall:

- a) report directly to a designated Manager.
- b) perform your services in a professional manner and to the best of your ability.
- c) obey the instructions and directions of BMW SA or any authorised person acting on its behalf.
- d) at all times use your best endeavours to further BMW SA's interests and objectives, which include and are not limited to:
 - i. complying with the rules, policies, procedures and regulations of BMW SA and/or any such other legislation as may be applicable to the business and operations of BMW SA from time to time.
 - ii. completing your assigned tasks to a reasonable standard and within reasonable deadlines.
 - iii. using your utmost endeavours to protect and promote the business and interests of BMW SA and to preserve its reputation and goodwill.
 - iv. conducting yourself in an ethical and honest manner in all BMW SA related dealings and transactions whatsoever relating to its business and interests; and
- e. uses the assets that BMW SA entrusted to you with the utmost care.
- f) You will also take responsibility for the internal control environment within your areas of responsibility/line of duty.
- g) BMW SA may, after consulting with you, change or amend your duties and responsibilities from time to time in accordance with BMW SA's operational requirements.

TERMINATION

This agreement and your employment with BMW SA shall terminate either automatically on the Termination Date or at a time earlier, upon the occurrence of any of the following circumstances:

- a) This agreement may be terminated prior to the Termination Date either by you or BMW SA on by giving 1 (one) month notice in writing. Termination of the agreement in terms of this clause shall not, for all intents and purposes constitute a dismissal.
- b) However, should you not present yourself for work on your appointment date (or the first working day thereafter if falling on a weekend or public holiday) without notifying your supervisor within one hour from the starting time, it will be deemed that you have not accepted the offer of employment, and that consequently there shall be no binding employment contract between you and BMW SA.
- c) Notwithstanding the abovementioned provisions, and for the contractual term, this agreement may be terminated at any stage as a result of misconduct, poor work performance, incapacity or the operational requirements of BMW SA or for any other reason justified in law, and BMW SA shall be entitled to terminate this agreement without notice for any reason justifying summary dismissal. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights BMW SA may have, whether in contract, delict, statute or otherwise.
- d) It is further agreed and recorded by the parties that, on the termination of your employment for reasons stated herein, you will have no expectation of continued employment with BMW SA or any related entities of BMW SA and will have no expectation of being engaged on a permanent, further fixed term, temporary and/or casual term contract either on the same or similar terms or on less favourable terms.

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ADMINISTRATION

- a) In accordance with the prevailing legislation, you will be required to undergo a medical examination to establish your suitability for this specific function at a stage prior to the commencement of the employment with BMW SA. It is important to note that your appointment is subject to you obtaining a medical result that meets the function requirements before commencing employment and should the result be unsatisfactory your appointment will be terminated immediately.
- b) Subject to the prevailing legislation, you will also be required to undergo a medical examination upon termination of your employment. This examination must be done within 1 (one) month of you leaving BMW SA's employ. In the event that this requirement is not met, BMW SA will be automatically exonerated for any possible liability in terms of your state of health.
- c) Any medical examination as envisaged in terms of this clause will either be conducted by BMW SA's company doctor at BMW SA's premises or alternatively a medical practitioner of your choice at your own cost. In the event that you choose your own medical practitioner, he or she may be required to complete such forms which may be required by BMW SA as are necessary for verification purposes.

GENERAL COMPANY CONDITIONS

INDUCTION

You will be required to attend the corporate induction programme after appointment. Attendance is compulsory in terms of the ISO and Health and Safety requirements as determined by the Company for time to time.

POLICIES AND INSTRUCTIONS

Your employment shall be subject to all BMW SA policies, guidelines and procedures applicable from time to time. All such policies, guidelines and procedures are non-contractual and may be amended from time to time in the sole and absolute discretion of BMW SA. It is expected that you familiarise yourself with the contents of the said policies/instructions and abide by the provisions thereof.

LEGAL COMPLIANCE

It is mandatory for you to acquaint yourself with the necessary information that will enable you to make legally compliant decisions during your appointment with BMW SA. To achieve this, you are required to familiarise yourself with the relevant procedures and complete the applicable Web Based Training as follows:

DATA PRIVACY NOTIFICATION

The BMW Group has adopted an international approach to data privacy protection which aims to ensure standardization, consistency, and efficiency within the BMW Group in the area of data privacy as well as compliance with the applicable data privacy laws.

To achieve these aims and in order to fulfil its legal and contractual obligations, BMW as part of the BMW Group, will process your personal information as well as the personal information of your dependents or third parties nominated by you ("the personal information") in accordance with BMW Group policies, guidelines, and procedures and in terms of the applicable laws on data privacy. Personal information may be shared with BMW's suppliers, service providers and agents and is processed not only in South Africa but also across South African borders on central platforms at BMW AG in Germany, the head office of the

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BMW Group. In addition, BMW makes use of Cloud Computing Solutions which may entail the processing and cross-border transfer of personal information on Cloud-based servers.

The personal information supplied to BMW and/or the BMW Group will be utilized to:

1. Comply with BMW's legal obligations, as employer, towards you as employee.
2. Administer and manage all employee payments, benefits, emoluments and any information and services related thereto.
3. Administer and manage all information processed in BMW's electronic communications systems (including but not limited to HR services, health, and occupational safety; performance evaluations, travel, use of vehicles, access to systems, business reporting, use of electronic media and telephones); and
4. Administer and manage the employment relationship between yourself and BMW and/or BMW Group in general.

The personal information supplied by you in relation to your employment with BMW and/ or BMW Group will only be processed for the purposes as stated above. Should any information be omitted or inaccurately supplied by you, BMW and/or BMW Group will not be able to provide a proper and efficient service to you and will not be able to meet its obligations or administer or manage the obligations and relationship. If any of the personal information that you have submitted changes or is incorrectly reflected, it is your responsibility to furnish BMW with the updated, correct or amended information as soon as possible by utilizing the appropriate channels provided to you.

Photographs or video footage taken at BMW / BMW Group events may be used for official internal and external BMW and/or BMW Group media publications both locally and internationally.

Please note that, in the event that you supply information of any other person, you are required to obtain the consent of such other person for the processing of his/her information in accordance with this notice. Should you have any questions surrounding the completion or amendment of the personal information you need to supply, you may contact your HR Services Department.

Only associates, suppliers, service providers and agents of BMW SA and/or BMW Group required to assist with the fulfilment of BMW SA's and/or BMW Group's obligations, as stated in this notice, will have access to the personal information. BMW SA has implemented the necessary measures to safeguard the personal information to the extent possible. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint to the BMW SA Data Privacy Protection Officer ("DPPO") by e-mail InformationOfficer@bmw.co.za or by telephone at the number stated under the heading "DPPO" on the following link:

<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

In addition to the aforementioned all associates are required to familiarise themselves with the contents of the Internal Data Privacy Policy and accompanying Instruction: Processing of Employee Data, which provides further detail on the processing of Employee Data. The Policy and Instruction are both available on the BMW SA local intranet page. If you feel that the personal information is not being processed with the necessary level of privacy and confidentiality you may submit a complaint in writing to the BMW Data Privacy Protection Officer ("DPPO") by e-mail at InformationOfficer@bmw.co.za.
<https://contenthub.bmwgroup.net/web/plant-rosslyn/compliance>

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By accepting and signing this letter of appointment you acknowledge and confirm that the personal information you have supplied or will supply in future is accurate and correct at all times and this personal information may be used for the purposes and in the manner as stated herein.

Declaration of interest

The onus rests upon you to confirm annually, through a signed declaration of interest, that you have provided full disclosure throughout the year, or to update your declarations of interest or alternative arrangements as part of the annual declaration process or as they arise. For avoidance of doubt, should you have nothing to declare, a NIL declaration will be required, indicating that you have nothing to declare.

CONFIDENTIALITY

You shall not, for the duration of this Agreement or thereafter, except in the proper course of your duties, divulge to any person or use to the detriment or prejudice of BMW SA, any information of a confidential nature acquired by you during the period of this Agreement. "Confidential Information" shall include, but shall not be limited to, BMW SA's trade secrets, products, new developments, business methods and techniques, all discoveries, inventions, devices, improvements, machines and processes; the identity of BMW SA's clients and/or customers; and/or BMW Plant Rosslyn Production KPI and SA results.

COMMUNICATION INFRASTRUCTURE

You agree that any communication, to or from you, made using BMW SA's infrastructure, including, but not limited to, the telephone system and/or any e-mail, cellular phone, facsimile, or Internet communication made by or to you, relating to BMW SA's business or relating to any private communication, may be intercepted and/or monitored by BMW SA. This also includes all communications, to or from you, made when working remotely or off-site from BMW SA's premises, while using BMW SA's infrastructure.

SEARCHES AND INVESTIGATIONS:

- a) You agree that BMW SA or an agent authorised by BMW SA may search you or a container in your possession, or a vehicle driven by you or under your control or supervision when you enter BMW SA's property or premises, and when you are within BMW SA's property or premises. You also agree that BMW SA may search or authorise an employee or agent to search any desk, box, cabinet, container, vessel or place used or occupied by.
- b) You undertake to participate willingly, whether instructed to do so or not, in any investigation relating to the business of BMW SA and/or your own conduct and/or the conduct of any other employee of BMW SA and to make available to BMW SA and/or the employee of BMW SA and/or agent of BMW SA any information which may be relevant to such investigation.

DEDUCTIONS

By your signature to this Agreement, you authorise BMW SA, during and/or upon termination of this Agreement for any reason whatsoever, to deduct any amounts due by you to BMW SA or any amounts dispensed by BMW SA on your behalf from any amounts due to you by BMW SA (including, but not limited to, any monies in respect of your salary).

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OTHER REMUNERATIVE WORK

You may be engaged in other remunerative work outside your rendering of services to BMW SA, provided that:

- a) the other remunerative work does not interfere with your rendering of services to BMW SA; and
- b) the other remunerative work does not result in a potential or real conflict of interest with your role and/or responsibilities.

BMW SA PROPERTY AND CLOTHING

All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of BMW SA, both for duration of this Agreement and thereafter upon termination, at which time you will deliver to BMW SA all such items in your possession, with the assurance that no such articles remain in your possession.

A set of uniform / protective clothing will be supplied by BMW SA to you as part of the training programme and will remain the property of BMW SA.

GENERAL PROVISIONS

- a. This Agreement contains the entire agreement between the parties, and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- b. No alteration, cancellation, variation of or addition to this Agreement, including the provisions of this clause, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- c. No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- d. The parties submit as their respective domicilium citandi et execute and for the purpose of serving any notice or any other correspondence according to this agreement, the following address:

BMW Group (South Africa) (Pty) Ltd:
6 Frans du Toit Street,
Rosslyn,
Pretoria,
0200

Your (address):

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- e. You are obliged to notify BMW SA within 10 (ten) working days of any changes to your qualifications, marital status, number of dependants, address and/or telephone number, and any other relevant information.
- f. This Agreement shall, for all purposes be interpreted and construed in accordance with the laws of the Republic of South Africa and each of the parties hereby submits itself to the non-exclusive jurisdiction of any division of the High Court of South Africa in respect of any legal proceedings which may be instituted in connection with this Agreement.
- g. By signing this Agreement, you confirm the correctness of all information provided to BMW SA when applying for this position, whether provided verbally or in writing in any application form, curriculum vitae, and any other document you completed in relation to your appointment provided to any agent and/or employee of BMW SA. You also accept that this information is relevant and material to your appointment at BMW SA. Should it at any stage appear to be incorrect, it will be deemed that you made a material misrepresentation to BMW SA and in which case this Agreement with BMW SA may be terminated with immediate effect.
- h. Kindly indicate your acceptance of this appointment and the terms and conditions stated in this letter by signing and returning the copy of this letter to your Human Resources Business Partner.

We welcome you to our organisation and look forward to a happy, prosperous rewarding association.

Yours faithfully
BMW (South Africa) (Pty) Ltd.

Raymonde Roux
Head of HR Services

Walter Ntantiso
Head: HR Management Plant Rosslyn

You hereby expressly acknowledge and undertake that this Agreement will only be in effect for the period specified herein. Should BMW SA decide to re-employ you after the termination of this Agreement, such re-employment shall take place on new terms and conditions and in terms of a new agreement between the parties. The right to re-employ you shall rest solely with BMW SA, and you hereby expressly agree that this Agreement shall create no legitimate expectation in your favour which shall operate to compel BMW SA to renew this Agreement or to re-employ you following the termination of this Agreement.

I Kamogelo Mosomane (print full names), hereby irrevocably and unconditionally acknowledge, warrant and confirm that I have read and understood the terms of the Agreement and confirm my acceptance thereof.

Signature
Kamogelo Mosomane