

LONG-TERM CONSULTANCY AGREEMENT

Compliance Stipulations

10.1 Indemnification

- (1) CONSULTANT shall indemnify Indemnitees from all Indemnifiable Costs relating to any failure by CONSULTANT to observe and perform its duties and obligations under this Agreement, including any expenses incurred by DAIMLER in collecting any amounts due from CONSULTANT. CONSULTANT shall also indemnify Indemnitees from all Indemnifiable Costs arising from any claims of third parties, including CONSULTANT's legal representatives, directors, officers, employees and agents, relating to CONSULTANT's performance of, or failure to perform, any duty or obligation under this Agreement and any agreement entered by CONSULTANT in connection with this Agreement.
- (2) "Indemnitee" means DAIMLER and each Daimler Group Company and their respective legal representatives, directors, officers, employees and agents.
- (3) "Indemnifiable Costs" means in relation to any particular matter:
 - (i) all claims, penalties, fines, judgments or administrative actions made, imposed, rendered or taken against an Indemnitee with respect to that matter, and all settlements to resolve an Indemnitee's alleged liability for that matter;
 - (ii) all reasonable costs and expenses (including the fees and disbursements of counsel or other advisors) incurred by an Indemnitee in assessing and defending against any alleged liability which would, if successfully asserted, be indemnifiable under clause (i); and
 - (iii) all losses and direct damages incurred by an Indemnitee by reason of that matter.

[...]

12.1 Audit

- (1) CONSULTANT shall permit DAIMLER as well as DAIMLER's representatives during normal office hours to examine and make copies of CONSULTANT's books and records relating to the marketing of Contract Goods, to verify compliance by CONSULTANT with the terms of this Agreement and DAIMLER's requirements.
- (2) CONSULTANT shall assist DAIMLER as well as DAIMLER's representatives in every way to carry out their tasks, in particular by promptly providing all information and materials and by permitting unhindered access and inspection of the books and records. If duplicating facilities are not available on CONSULTANT's premises, DAIMLER or DAIMLER's representatives may remove the books and records from the premises for purposes of making copies.

[...]

13.1 Assistance and Vehicle Homologation

CONSULTANT shall provide such information, cooperation and assistance as may be from time to time requested by DAIMLER in connection with the business of sale of Contract Goods, any governmental investigation and any vehicle homologation and related issues.

13.2 Compliance with Laws

- (1) CONSULTANT, for itself and on behalf of its Affiliated Persons, represents, warrants and covenants that:

- (i) CONSULTANT and its Affiliated Persons are solely responsible for complying, have to their best knowledge complied, and will comply, with Applicable Laws and have to their best knowledge not taken, and will not take or fail to take any action, which act or omission would subject DAIMLER or any Daimler Group Company to liability under Applicable Laws;
 - (ii) neither CONSULTANT nor any of its Affiliated Persons has, to its or their best knowledge, offered, paid, given or loaned or promised to pay, give or loan, or will offer, pay, give or loan or promise to pay, give or loan, directly or indirectly, money or any other thing of value to or for the benefit of any Government Official, for the purposes of corruptly (a) influencing any act or decision of such Government Official in his official capacity, (b) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (c) securing any improper advantage or (d) inducing such Government Official to use his influence with a Government Entity to affect or influence any act or decision of that Government Entity, in each instance to direct business to CONSULTANT, DAIMLER or any Daimler Group Company; and
 - (iii) neither CONSULTANT nor any of its Affiliated Persons is or will become a Government Entity or a Government Official whose official duties include decisions to direct business to CONSULTANT, DAIMLER or any Daimler Group Company or to supervise, or otherwise control or direct the actions of, Government Officials who are in a position to direct business to CONSULTANT, DAIMLER or any Daimler Group Company.
- (2) CONSULTANT shall assist and cooperate fully with the efforts of DAIMLER or any Daimler Group Company to comply with Applicable Laws.
- (3) In no event will DAIMLER be obligated to CONSULTANT under or in connection with this Agreement to act or refrain from acting if DAIMLER believes that such act or omission would cause DAIMLER to be in violation of Applicable Laws. In no event will DAIMLER be liable to CONSULTANT for any act or omission which DAIMLER believes is necessary to comply with Applicable Laws.
- (4) If CONSULTANT or any of its Affiliated Persons breaches any of the representations, warranties or covenants in this Article 13.5, each of which is deemed to be material and continuously made throughout the term of this Agreement, then, in addition to any other rights DAIMLER may have under this Agreement, DAIMLER may declare a forfeit of any unpaid amounts owing to CONSULTANT and will be entitled to repayment of any amounts paid or credited to CONSULTANT, in each case, which are prohibited by Applicable Laws.
- (5) For purposes of this Article 13.5, the following terms have the meanings set forth below:
- (i) "Applicable Laws" means the U.S. Foreign Corrupt Practices Act and German anti-corruption laws, without regard to their jurisdictional limitations, U.S. and German export control laws to the extent applicable to Contract Goods, and all other laws, regulations, rules, orders, decrees or other directives carrying the force of law applicable to any activities engaged in by CONSULTANT or any of its Affiliated Persons in connection with this Agreement or any other business matters involving CONSULTANT and DAIMLER or another Daimler Group Company, in each case as the same may be amended from time to time;
 - (ii) "Affiliated Persons" means CONSULTANT's officers, directors, employees, or agents, or any of its stockholders, principals or owners acting on its behalf or in its interests;
 - (iii) "Government Entity" means a government or any department, agency or instrumentality thereof (including any company or other entity controlled by a government), a political party or a public international organization; and
 - (iv) "Government Official" means any officeholder, employee or other official (including any immediate family member thereof) of a Government Entity, any person acting in an official capacity for a Government Entity or any candidate for political office.

[...]

14.1 Termination with Immediate Effect

- (1) Either Party may terminate this Agreement by notice to the other Party with immediate effect for good cause.
- (2) Good cause exists, without limitation and as examples only, in the events expressly set forth in this Agreement or if:
 - (i) [...];
 - (ii) a Party is in breach of any representations, warranties or covenants expressly set forth in this Agreement;

[...]