MEMORANDUM OF UNDERSTANDING (MoU)

REGARDING CORPORATE SOCIAL INVESTMENT (CSI), OFFICIAL MOBILITY SPONSORSHIP, AND VEHICLE DONATION

DATE: 14 November 2026

BETWEEN:

1. THE RECIPIENT:
Kgoshikgolo Paramount Chief Oupa Molefe

- **Titles & Affiliations:** Paramount Chief of The Kingdom of Bosarwa National Government; Permanent Member Representative, South African Parliament; Paramountcy Monitoring Group; African Union Engagement; United Nations
- **Telephone:** +27 82 229 6163
- **Email:** sugarmolefe45@gmail.com

AND

2. THE DONOR / SPONSOR:
BMW (South Africa) (Pty) Ltd

- **Headquarters Physical Address:** 1 Bavaria Avenue, Randjespark Ext 17, Midrand, 1685, South Africa
- **Postal Address:** P.O. Box 2955, Pretoria, 0001, South Africa
- **Official Contact:** +27 800 600 555 / customer.infoservice@bmw.co.za

(Collectively referred to as the "Parties" and individually as a "Party".)

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1. PURPOSE AND OBJECTIVES

1.1. The purpose of this Memorandum of Understanding (MoU) is to establish a cooperative framework between the Parties concerning the free donation and sponsorship of one (1) flagship executive vehicle to support official duties, community governance, ecosystem restoration initiatives, and diplomatic engagements.
1.2. This partnership aims to align BMW Group South Africa's Corporate Social Investment (CSI) and stakeholder engagement objectives with traditional leadership, sustainable development goals, and public service representation.

2. VEHICLE SPECIFICATION AND DONATION TERMS

2.1. **Donated Asset:** Subject to internal corporate governance approvals, BMW Group South Africa agrees to donate one (1) **2026 BMW XM M Sport** (or the current flagship

South African market specification, the **2026 BMW XM Label** M Hybrid V8 Sports Activity Vehicle) free of charge to the Recipient.

2.2. **Standard Inclusions:** The vehicle shall be delivered in new, roadworthy condition, complete with standard South African factory specifications, including:

- BMW Motorplan / Maintenance Plan (5 years / 100,000 km).
- Standard vehicle warranty (2 years / unlimited km) and hybrid battery warranty (8 years / 100,000 km).
- All requisite registration, licensing, and pre-delivery inspection documentation.

2.3. **Delivery:** Delivery of the vehicle shall take place at the BMW Group South Africa Midrand Headquarters or a designated authorized dealership on a mutually agreed date following the execution of a formal Deed of Donation.

3. ROLES AND RESPONSIBILITIES OF THE PARTIES

3.1. **Responsibilities of BMW Group South Africa:**

- Facilitate the allocation, preparation, and transfer of ownership of the designated 2026 BMW XM vehicle.
- Provide ongoing scheduled servicing and maintenance in accordance with the standard BMW Motorplan terms.

3.2. **Responsibilities of the Recipient:**

- Utilize the vehicle in support of official administrative duties, traditional leadership functions, community development, and diplomatic engagements.
- Ensure the vehicle is operated in compliance with all South African road traffic laws and maintained in accordance with BMW manufacturer guidelines.
- Provide acknowledgement of BMW Group South Africa's contribution in relevant public communications, subject to prior written approval from BMW Group South Africa's Corporate Communications department.

4. GOVERNANCE, ETHICS, AND COMPLIANCE

4.1. **Legislative & Ethical Compliance:** Both Parties acknowledge that any donation made to public office bearers, parliamentary representatives, or traditional authorities is subject to strict statutory disclosure rules, including the South African **Executive Ethics Code**, Parliamentary Registers of Members' Interests, and BMW Group's internal Anti-Corruption and Compliance policies.

4.2. **Transparency:** The Recipient undertakes to declare the donation to all relevant oversight bodies (including Parliament and the Paramountcy Monitoring Group) in full compliance with South African law.

4.3. **Taxation:** Any applicable donations tax, fringe benefit tax, or transfer duties arising from this transaction shall be addressed in the binding Deed of Donation in accordance with the South African Income Tax Act.

5. NON-BINDING NATURE AND DURATION

5.1. This MoU serves as a statement of mutual intent and a basis for further formal negotiations. It does not create legally binding financial or delivery obligations until a definitive **Deed of Donation** is signed by authorized executives of BMW (South Africa) (Pty) Ltd.
5.2. This MoU shall remain valid for a period of ninety (90) days from the date of signature to allow for corporate review and due diligence.

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6. SIGNATORIES
FOR AND ON BEHALF OF THE RECIPIENT:

Kgoshikgolo Paramount Chief Oupa Molefe
Paramount Chief, The Kingdom of Bosarwa National Government
Date: 14 November 2026
FOR AND ON BEHALF OF BMW (SOUTH AFRICA) (PTY) LTD:

Authorized Representative / Executive Director
BMW Group South Africa Headquarters, Midrand
Name: _____
Title: _____
Date: _____