# Request
for

## Recognition as an Official Mercedes-Benz Brand Club

Mercedes-Benz Club of New Zealand Inc.,

represented by *Mr. Daryl Jeffery (President), Mr. Brian Hood (Secretary)*

hereby requests recognition by

**Daimler AG**

Mercedesstraße 137
D-70327 Stuttgart
Germany

- hereinafter referred to as "DAG"

as an official Mercedes-Benz brand club, with the club name

*Mercedes-Benz Club of New Zealand Inc.*

- hereinafter referred to as the "Club"

- hereinafter jointly referred to as the "Contracting Parties".

## I.

## General Conditions for Recognition

1. Only clubs organized in accordance with the law of companies (Germany) or an equivalent law (Europe and overseas) can be recognized by DAG as an official Mercedes-Benz brand club, provided that it is a Mercedes-Benz club dedicated solely to the brand. Recognition of other legal and natural persons is not possible.

2. DAG, represented by Steuerkreis Classic, shall decide autonomously on recognition of the Club. There is no legal claim to recognition. Legal action concerning recognition of the Club is excluded.

3. DAG shall decide on recognition within 12 months at the latest after receipt of the request.

Automatic recognition after expiry of the aforementioned period is excluded. Upon recognition, the request for recognition signed by DAG shall be sent to the Club.

After legally effective recognition, the Club is entitled to refer to recognition by DAG as an official Mercedes-Benz brand club in its publications and in public.

The Club may call itself

**an officially recognized Mercedes-Benz brand club**

from then on.

If, in the past, the Club has already been contractually recognized as an official Mercedes-Benz brand club or similar by DAG or its legal predecessors, the previous agreements shall be fully replaced by this Agreement. Existing side agreements shall lose their validity.

4. **After** legally effective recognition by DAG, as well as in the case of authorized use of the club logo or other trademarks of DAG **before** legally effective recognition by DAG, the Club is obliged to maintain internally as well as externally the corporate identity and corporate design (CI/CD) (see Annex 1) granted to it and to respect the corresponding guidelines.

This applies both for CI/CD guidelines communicated at the start of the collaboration, as well as for future changes communicated by DAG in each case.
Any optional cost absorption by DAG for costs arising in this context shall be decided upon on a case-by-case basis.

5. Rights to Trademarks

5.1. The rights to the trademark and the wordmark "Mercedes-Benz" as well as all other trademarks of DAG and its subsidiaries are administered by DAG with the following proviso:

The use of the trademark "Mercedes-Benz" (word and wordmark/figurative mark) as well as current and historical trademarks (word and wordmark/figurative mark) including the trademark "three-pointed star enclosed in a circle " (Mercedes star) by the Club is in principle prohibited.

The use of the aforementioned trademarks is solely and exclusively reserved for DAG and subsidiaries authorized by DAG. Exceptions to this can be granted by prior written consent of DAG on a case-by-case basis.

Any variation of this trade name or its components as well as the use of this variation or its components by the Club is likewise not permitted. Infringements shall be legally prosecuted by DAG - including under criminal law.

Only the use of trademarks/emblems authorized and registered by DAG is permissible. This is permitted exclusively to the persons/institutions authorized by DAG.

5.2. The use of a club logo in accordance with Annex 1 is permitted to the Club **after** legally effective recognition by DAG and in accordance with the provisions defined therein, if this does not represent commercial activity.
In exceptional cases, a different regulation on use of the club logo or other trademarks of DAG can also be made by DAG even **before** legally effective recognition, where any use is subject to prior written consent by DAG (represented by the Mercedes-Benz Classic Club Management) and may only occur in the approved form and wording.
A legal claim does not exist.

6. The right to use the club logo in accordance with Annex 1 or other trademarks of DAG exists so long as the Club remains recognized as an official Mercedes-Benz brand club.
The Club is not permitted to transfer the right to use the club logo or other trademarks of DAG, to sublicense or to register itself for trademark.

The right of use shall end in any case upon revocation of recognition of the Club by DAG. The right to use the club logo or other trademarks of DAG can be withdrawn or amended by DAG at any time without providing reasons to the Club.

7. Recognition as an official Mercedes-Benz brand club is freely revocable by DAG at any time without providing reasons.
It is not transferable and shall lapse automatically if the Club no longer exists in legal terms.
Upon revocation, all rights and duties of the Club from its status as an officially recognized

Mercedes-Benz brand club shall lapse. In the event of revocation, no claim shall exist against DAG to reimburse costs that have arisen in connection with establishment of the Club or club work.

8. The Club shall voluntarily inform DAG about trademark violations of third parties.

9. The Club shall freely support DAG in its marketing actions, in consultation with the Mercedes-Benz Classic Club Management and in accordance with the cost reimbursement regulations made in the individual case.

10. The Club undertakes not to trade in vintage cars or other vehicles of the Mercedes-Benz brand or other current group brands, as well as predecessor brands (Benz, Daimler, Maybach, Mercedes).

11. Upon signing this request, the Club expressly declares that it waives actionable rights from its status as an officially recognized Mercedes-Benz brand club with respect to DAG; legal action is furthermore completely excluded.

## II.

## Services of the Club

The Club shall provide the following services:

1. Representation of the Mercedes-Benz brand internally (e.g. club events) and in public (e.g. trade fairs and external events) in brand-appropriate and suitable ways.
2. Support of members in the purchase, upkeep and maintenance of vehicles of the Mercedes-Benz brand as well as its predecessor brands Benz, Daimler, Maybach and Mercedes.
3. Maintenance of the automotive cultural heritage with the star, preservation of tradition and the history of the Mercedes-Benz brand.
4. Support of members with inquiries.
5. Publication of a club magazine at least twice a year as a print version or alternatively in digital form.
6. Organization of at least one public event per year for the members.
7. Use and updating of the club website provided (template) or a comparable web presence.

## III.

## Services of DAG

DAG, coordinated by the Mercedes-Benz Classic Club Management shall support the purposes of the Club in its role as a recognized Mercedes-Benz brand club through the following offers ("Services").

No claim to the respective Services is due to the Club. The provision as such, as well as the type and extent of the respective Services are at the discretion of DAG.

All Services of DAG shall be granted only to members of the Club who are natural persons, but not to legal persons.

1. Support in the public relations work of the Club.
2. Preparation of online tools, such as club website (template), club membership administration

software, ClubLounge, ClubForum, ClubCloud.

3. Mercedes Classic Magazine at special rates.
4. Mercedes-Benz ClubCard at special rates.
5. Basic PR work for clubs worldwide.
6. Mediation between general agencies and the respective national club.
7. Coordination of club events nationally and internationally.
8. Provision of special rates in the museum shop.
9. Organization of exchange and information platforms for club officeholders (e.g. editors, web-masters, presidents).
10. Provision of free entry to the Mercedes-Benz Museum Stuttgart.
11. Preferential processing (priority) for archive queries.
12. Provision of historical TV materials (liable to costs).
13. Design and organization of special programs for international events as well as organization of additional travel events worldwide with reference to Mercedes-Benz Classic.

If the offer of DAG's Services links to additional terms and conditions of use, the Club undertakes to recognize this and only to take notice of the Services under these conditions. DAG undertakes to provide these terms and of use in conjunction with the specific Service for the Club at any time. Changes to the terms and conditions of use remain reserved to DAG at any time. In the event of such a change, the old terms and conditions of use shall be replaced with the new version and provided in the same place. In addition, if an agreement on contract data processing is necessary for a Service of DAG, the Club undertakes to conclude this with DAG before use of the Service.

# IV.

# Collaboration and Compliance with Legal Provisions

## 1. Good Conduct

The Parties undertake to behave with mutual respect, good conduct and loyalty. The Parties are each obliged to show consideration for the protection-worthy interests of the other, particularly its reputation and standing, and in particular not to make any negative statements about the respective services. These obligations shall continue to apply after the end of the collaboration.

## 2. Compliance

The Club is obliged to cease and desist from all practices that could result in criminal charges due to fraud or breach of trust, to insolvency crimes, anti-competition crimes, granting of advantages, acceptance of advantages, active corruption, passive corruption, or similar offenses on the part of persons employed by DAG or other third parties. In the event of a breach of this provision, DAG is entitled to rescind or terminate all existing legal transactions with the Club, and to break off all negotiations.
The above notwithstanding, the Club is obliged to comply with all laws and regulations applicable both to it and to the commercial relationship with DAG.

## 3. Miscellaneous

Should individual provisions of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions. The Contracting Parties shall try to replace the invalid provision by a valid provision, which comes as close as possible to the sense and purpose of the invalid provision.

The Contracting Parties undertake to treat the content of this Agreement as confidential, even after the Agreement has ended.

There are no verbal side agreements. Amendments and supplements to the aforementioned provisions are required to be made in writing unless otherwise agreed in this Agreement. This

also applies to the waiver of or changes to the written form requirement.

This Agreement is based on mutual trust. The Contracting Parties must endeavor to settle any differences of opinion amicably. In the event that such agreement cannot be reached, the competent courts of Stuttgart shall have exclusive jurisdiction. The place of performance is Stuttgart. The law of the Federal Republic of Germany shall apply.

Auckland, New Zealand, on 16 July 2018

Mercedes-Benz Club of New Zealand Inc.

.....
Daryl Jeffery (President)

.....
Brian Hood (Secretary)

Ø Request granted

O Request declined

Stuttgart, on 04.10.2018

Daimler AG

i.V. .....
Christian Boucke

i.V. .....
Jürgen Wittmann

i.V. .....
Klaus Reichert

# Annex 1

a) Club Logo Version 1:

Provisions:

For use for the public image on:

Stationery, business cards, Club magazines, invitations, bunting, flags, stickers, plaques, stand-up displays, trade fair labelling and merchandising items (T-shirts, shirts, jackets, caps).

Any other use requires the written consent of DAG in advance of the planned public image.

b) Club Logo Version 2:

Provisions:

For use for the public image on:

Club websites, Club magazines.