Terms and Conditions of Purchase for ADAC SE

(T&CP ADAC SE)

Version: November 1, 2025

A. General Provisions

1. Scope; General Remarks

1.1. These T&CP of ADAC SE apply to all business relationships between ADAC SE, Hansastrasse 19, 80686 Munich, Germany, or another company of the ADAC e.V. Group (for definition see below in Section A.1.2; the respective contracting company of the ADAC SE Group is hereinafter referred to as "ADAC") and Contracting Parties (entrepreneurs within the meaning of Section 14 German Civil Code (BGB), legal entities under public law or special funds under public law – hereinafter referred to individually as “Business Partners”) in the area of purchase contracts, contracts for work and services and the provision of software.

1.2. The companies within the ADAC SE Group are ADAC SE and the companies that are directly and/or indirectly affiliated with it at present and/or will be in the future.

1.3. While this Part A. sets our generally binding provisions for all business relationships, the subsequent Parts B. – E. contain additionally applicable special provisions for purchase contracts as well as contracts for work and services and for the provision of software. In the event of contradictions, the special provisions shall take precedence over the general provisions.

1.4. The Business Partner’s terms and conditions do not apply. Deviations from these T&CP ADAC SE or contradictory terms and conditions of the Business Partner shall only be effective if they have been agreed explicitly. This shall also apply if they are not contested explicitly or the Business Partner declares that it only wishes to conclude a transaction based on its own terms and conditions or it attaches its T&C to the declaration of acceptance, the delivery note or order form. Moreover, the receipt of deliveries or services from the Business Partner or their payment shall not constitute acceptance of the terms and conditions of the Business Partner.

1.5. Legally relevant declarations (including but not limited to reminders, the setting of deadlines, declarations of withdrawal or challenges etc.) and amendments or supplements to contracts (e.g. supplementary or additional agreements) must be in text form in order to be effective, unless otherwise agreed or regulated under Parts B. – E.

1.6. Where these T&CP ADAC SE stipulate the need for a written declaration, unless otherwise required by law, otherwise agreed or otherwise set out in the following, it shall be sufficient to issue the declaration with a (simple) electronic signature using Docusign or Adobe Sign or a comparable application.

1.7. All legally relevant declarations by the Business Partner must be addressed in text form to the following ADAC mailbox: zek@adac.de.

2. Documents; Drafts; Drawings

2.1. All items and documents provided to or produced by the Business Partner in connection with a contractual relationship and separately invoiced to ADAC, including but not limited to any resources, drawings, illustrations, drafts, calculations, descriptions, plans, models, samples, technical specifications, data storage media, other documents, tools, devices, parts and materials, shall remain or become the property of ADAC and shall be returned to ADAC without delay or charge at its request or without being requested after fulfilment of the Agreement or shall be destroyed at the request of ADAC.

2.2. The Business Partner must label and store the items and documents referred to in Section 2.1 as the property of ADAC and must store them carefully, protect them from damage and use them exclusively for the purposes of the Agreement. Unless otherwise agreed, the Contracting Parties shall each bear half of the costs of maintenance and repair. However, the Business Partner shall bear all of these costs if they are attributable to defects in items manufactured by the Business Partner or to improper use on the part of the Business Partner, its employees or other vicarious agents. The Business Partner shall notify ADAC without delay of any damage to these items that is more than insignificant.

3. Services of the Business Partner

3.1. The Business Partner undertakes, when carrying out its contractually agreed deliveries and/or services, to comply with the relevant statutory and technical requirements applicable at the time of the conclusion of the Agreement and those that enter into force during performance of the service (hereinafter referred to partly as “Services"). In the event of changes to these requirements after conclusion of the Agreement that significantly affect the provision of services, the Contracting Parties shall agree on an adjustment to the terms of service or the content of the Agreement in order to ensure fair and legally secure fulfilment of the Agreement. The rules and specifications known to the Parties at the time shall apply when services are handed over or inspected, unless a prior, mutually agreed adjustment has been made.

3.2. Without the consent of ADAC, the Business Partner is not authorised to commission third parties (“subcontractors”) with provision of any or all of the services owed. If the Business Partner uses approved subcontractors, it shall remain solely responsible to ADAC for the provision of services and shall be responsible for the actions and omissions of the subcontractor as it would be for its own actions. Section A.19 applies.

3.3. The Business Partner shall perform all services such that disturbances to the operational interests of ADAC and the other companies within the ADAC SE Group are avoided where possible and otherwise minimised. The provisions set out in Section A.8 shall apply in particular.

3.4. Unless otherwise agreed, the Business Partner is obliged to keep available or provide at its own expense all auxiliary resources (such as tools and measuring devices etc. or those required to secure the relevant premises) that are necessary for performance of the commissioned services.

3.5. The Business Partner shall check the correctness and completeness of all information, specifications, plans and documents provided to it for performance of the agreed services as well as other cooperative services from ADAC. ADAC must be notified without delay of all identified errors, including any information concerning their potential implications.

4. Product Safety, Authorization, and Indemnification

4.1. The business partner is hereby appointed as an authorized representative within the meaning of Article 10 of Regulation (EU) 2023/988 on general product safety (GPSR) and undertakes to properly fulfill all manufacturer obligations as well as the tasks specified in Article 10(2)(a) to (d) GPSR .

4.2. The business partner assures and guarantees that the delivered products comply with all requirements of the GPSR. In particular, the business partner declares:

- to have conducted an internal risk analysis ,
- to have created complete and up-to-date technical documentation in accordance with Article 9 GPSR and to keep it available for at least ten years from the date of placing on the market ,
- to have provided the products with the required identification features ,
- to comply with the documentation and labeling obligations in accordance with Article 9(5) and (6) GPSR .

4.3. The business partner undertakes to promptly provide all technical documentation, proof of conformity, and safety-relevant information to ADAC free of charge upon first request and to make them available to market surveillance authorities upon request .

4.4. The business partner is fully liable for all damages incurred by ADAC as a result of the breach of obligations under this clause. The business partner indemnifies ADAC internally upon first request from all third-party claims, in particular official orders, fines, and recall costs, which are related to a breach of these obligations .

4.5. . Further statutory and contractual claims of ADAC remain unaffected

5. Performance Dates; Delays

5.1. The Business Partner is obliged to comply with the agreed dates and deadlines, including any interim dates and deadlines. All deadlines shall be contractual deadlines unless specified otherwise.

5.2. Compliance with a performance date shall be predicated on performance of the service at the place of performance as designated by ADAC or, in the case of deliveries, receipt of the goods at the place of receipt as designated by ADAC.

5.3. Where the day specified for the latest service can be determined on the basis of the Agreement, the Business Partner shall be in default at the end of that day without the need for a reminder.

5.4. The Business Partner shall notify ADAC without delay if it becomes aware of circumstances that indicate the possibility of a delay in performance.

6. Deliveries

6.1. ADAC is entitled at any time to change the time and place of delivery as well as the type of packaging by notification in text form no later than 5 calendar days prior to the agreed delivery date. The same shall apply to changes in product specifications insofar as the Business Partner can implement these changes without significant additional effort in its normal production process. In these cases, the notification period pursuant to the preceding sentence shall be at least 30 calendar days. ADAC shall reimburse the Business Partner for any proven and reasonable additional costs incurred as a result of the change. The originally agreed delivery date shall be postponed accordingly if these changes lead to delays in delivery which the Business Partner cannot avoid without unreasonable effort in its normal production and business operations. The Business Partner shall make a careful assessment of any additional costs or delays in delivery that it anticipates and shall notify ADAC thereof in text form in good time prior to the delivery date, but at least within 2 working days after receipt of the notification pursuant to sentence 1.

6.2. A delivery note must be enclosed with each delivery stating all details of the items to be delivered in accordance with the order, in particular the number of items, the ADAC item number and the order or Agreement number. The delivery note shall be enclosed in such a way that it can accessed directly and without delay by ADAC upon delivery.

6.3. The Business Partner undertakes to include suitable assembly and operating instructions with delivery items that require partial or complete assembly.

6.4. Deliveries and shipments shall be sent at the cost and risk of the Business Partner to the place specified by ADAC. This applies also to deliveries/shipments to a third party which ADAC has designated as the recipient. The specified place shall be the place of fulfilment in each case.

6.5. The Business Partner is only entitled to provide partial delivery by explicit agreement. The Business Partner must clearly declare and label partial deliveries as such.

6.6. ADAC does not waive its right to raise liability claims for defects simply by accepting or approving samples or specimens submitted.

7. Delivery Regulations

7.1. In the case of deliveries, the delivery instructions communicated in the order (usually in the SAP order) shall apply to access, loading and unloading at the respective delivery location.

7.2. The Business Partner shall bear all costs, including but not limited to reloading and forwarding costs, incurred due to non-compliance with the delivery instructions.

8. Performance of Services at the ADAC Premises

8.1. The Business Partner shall be responsible for compliance with the occupational health and safety regulations, the accident prevention regulations as issued by the competent employers' liability insurance association and the generally accepted rules of occupational health and safety. The Business Partner

accepts the obligation to report its workers to ADAC by name and to ensure they conduct themselves in accordance with the company practices at ADAC.

8.2. The Business Partner undertakes to take note of and comply with the specifications and provisions set out in the ADAC Policy for External Companies, to sign the Policy if necessary and to obtain from its employees an undertaking to this effect. The ADAC Policy for External Companies is accessible on the internet at

www.adac.de/fremdfirmenrichtlinie

or will be made available to the Business Partner upon request.

8.3. In the case of work/construction services, the Business Partner shall be responsible, throughout the duration of the work until acceptance of the subject matter of the Agreement pursuant to Section C.2, for ensuring public safety on the construction site and in the area affected by the (construction) project insofar as these areas are used for the delivery of service or the completion of construction work/works.

9. Force Majeure

9.1. In cases of force majeure, the affected Contracting Party shall be released from their performance obligation for the duration of force majeure and to the extent of its effects. Force majeure is any event beyond the control of the respective Contracting Party that cannot be averted even by exercising the utmost reasonable care and which prevents the respective Contracting Party from fulfilling some or all of its obligations, including but not limited to fire damage, floods, epidemics or pandemics, strikes and lawful lock-outs as well as operational disruptions or official decrees for which the Contracting Party is not responsible. Supply bottlenecks and other performance disruptions, also affecting the Business Partner's upstream contracting parties such as upstream suppliers, shall only be classed as force majeure if the Contracting Party in question has been obstructed in the provision of its service by an event pursuant to Sentence 2 of this Section A.9.1.

9.2. The affected Contracting Party shall notify the other Contracting Party of the both the occurrence and cessation of the force majeure without delay and shall, to the best of its ability, endeavour to remedy the force majeure and to limit its effects as far as possible.

9.3. Where an incident of force majeure occurs, the Contracting Parties shall agree on which action to take going forward and determine whether, upon cessation of the force majeure, the services not performed during this period shall then be provided. Notwithstanding the above, the Business Partner shall be entitled to withdraw from the affected performance agreements (e.g. orders) if the force majeure significantly impairs or renders impossible the delivery or service and the hindrance is more than just temporary. In the event that the hindrances are temporary, the delivery or performance periods shall be extended, i.e. the delivery or performance deadlines postponed, for the duration of the hindrance plus a reasonable lead time. ADAC may withdraw from the Agreement by giving immediate written notice to the Business Partner if ADAC cannot be reasonably expected to accept the delivery or service due to the delay. The right of each Contracting Party to terminate the Agreement for good cause in the event of prolonged force majeure shall remain unaffected.

10. Prices

10.1. Unless otherwise set out explicitly in writing, the agreed prices shall be fixed prices and include all ancillary costs, including insurance, public charges and customs duties, plus the applicable value-added tax.

10.2. Alternative forms of remuneration may be agreed for work and services pursuant to Sections C.4 and D.2.

10.3. Travel costs, freight and packaging shall only be reimbursed based on an explicit agreement to this effect.

10.4. Additional, proven and properly invoiced expenses for consumed materials and the like shall only be eligible for reimbursement if this is the subject of an explicit, prior and written agreement or ADAC has declared its prior consent to accept the expenses.

11. Travel Expenses

11.1. ADAC shall reimburse travel expenses only if this is explicitly contractually agreed and only to the extent that they have actually been incurred and substantiated by appropriate receipts and to the extent that the costs shown in the receipts do not exceed the previously approved costs.

11.2. Travel and waiting times do not count as work time and shall therefore not be invoiced.

12. Invoices and Payment

12.1. All invoices must comply with the applicable VAT regulations within the meaning of Section 14 et seq. VAT Act (UStG). The Business Partner undertakes to use the hybrid data format ZUGFeRD (from version 2.0.1) for electronic invoicing to ADAC. In addition to the structured data record, this will also include a human-readable data record summarized in a file, which also contains all the necessary invoice information within the meaning of Section 14 et seq. UStG.

12.2. The additional VAT owed by ADAC must be properly stated in the invoices. Each invoice shall contain the correct invoice address, details of the ADAC order number, the order reference and the ADAC department placing the order and shall indicate, inter alia, the delivery bill or proof of performance, the quantity, the unit of measurement, the unit price of the individual goods/services and the total price for the delivery/service. Amounts owed shall not become due if any or all of the required information is absent.

12.3. Invoices are to be sent exclusively by email to:

rechnungen.kreditoren@adac.de.

12.4. In this regard, every invoice that is lawfully transmitted not as an electronic invoice until 31 December 2026 must be sent with all attachments as a standardised PDF document in a separate email. In the case of electronic invoicing, the legally prescribed format specifications must be complied with. Should the information specified in Section A.12.2 sentence 2 not be included in the electronic invoice for technical or other reasons, the Business Partner shall submit this information to

ADAC in the accompanying email. Payments by ADAC do not constitute confirmation of orderly performance.

12.5. The Business Partner shall be liable for all disadvantages incurred by ADAC as a result of the Business Partner's failure to issue a proper invoice which fulfils the value-added tax requirements and shall compensate ADAC for any losses incurred as a result (in particular due to failure to deduct input tax).

13. Taxes

13.1. Each of the Contracting Parties shall be responsible for its own taxes and tax-related obligations of any kind arising from the order, unless otherwise agreed.

13.2. All remunerations stated in the order are net amounts, i.e. the currently applicable statutory value-added tax shall be paid additionally as stated.

13.3. If the value-added tax burden of a Contracting Party increases or the input tax is reduced as a result of an act of any government authority, both Contracting Parties undertake to correct the affected invoice accordingly.

13.4. Direct taxes levied on payments at the registered address of ADAC shall be borne by the Business Partner. Any and all amounts payable due to the Agreement shall be paid after deduction of all taxes, duties or administrative charges withheld at source which ADAC is obliged to pay to the relevant tax office or any other government authority on the basis of a legal requirement. If the applicable double taxation agreement provides for tax reductions or exemptions, ADAC shall pay the amount concerned without deduction only after the Business Partner has submitted to ADAC a valid exemption certificate no later than one day prior to payment.

13.5. The Business Partner shall be responsible for compliance with all other obligations imposed on it by law. The Business Partner shall not hold ADAC liable for any and all claims or disadvantages the latter may suffer due to non-compliance with the above obligations by the Business Partner.

13.6. The Business Partner shall be liable for any and all customs duties, charges and taxes of any kind, including but not limited to taxes and duties on wages and salaries or other remuneration of its own or third-party employees relating to delivery of the order.

14. Terms of Payment

14.1. All undisputed invoices that comply with the specifications in Sections A.12.1 to A.12.3 are, subject to the following Section A.14.2, due for payment without deduction by bank transfer to a bank account after 30 days.

14.2. The payment period shall not begin before receipt of the goods by ADAC or performance of the service by the Business Partner or its acceptance by ADAC.

14.3. Where the Business Partner makes a delivery or performs a service prematurely without the consent of ADAC, this shall not affect a payment period tied to the scheduled delivery/performance date.

14.4. ADAC shall, pursuant to Section 247 BGB, owe default interest in the amount of five percentage points above the base interest rate in the event of delayed payment.

15. Offsetting; Retention; Assignment

15.1. The Business Partner shall not be entitled to pledge or assign any or all of its claims against ADAC without the prior written consent of ADAC. Section 354a German Commercial Code (HGB) remains unaffected. Should the Business Partner assign claims against ADAC to a third party without ADAC's consent, ADAC shall be entitled, at its discretion, to make payment to the Business Partner or the third party with discharging effect or to declare offsetting vis-à-vis the previous Business Partner, also with binding effect for the assignee.

15.2. In the event that claims of the Business Partner to remuneration/payment arising from and in connection with a business relationship with ADAC are attached by third parties, ADAC shall be entitled to offset prior payments to the Business Partner against the attached claim within a period of 14 days after service of the attachment (repayment provision, Section 366 para. 1 BGB).

15.3. The Business Partner is only entitled to exercise a right of retention if its counter-claim has been finally adjudicated upon, is undisputed or has been recognised by ADAC.

15.4. The Business Partner is only entitled to offset claims if its counter-claim has been finally adjudicated upon, is undisputed or has been recognised by ADAC.

16. Termination of Continuing Obligations

16.1. ADAC shall be entitled to terminate an Agreement based on continuing obligations at any time by written declaration stating the reason if it is no longer able to use the ordered products in its business operations due to circumstances that occurred after conclusion of the Agreement for which it is not responsible. The Business Partner will be remunerated for the partial services it has performed by this time (refer to Part C for the provisions concerning contracts for work and services).

16.2. Where the Agreement does not establish a particular term for continuing obligations, the Agreement may be terminated in writing by the Business Partner with a notice period of three months, and by ADAC with a notice period of one month, in each case to the end of a calendar quarter. This does not apply to contracts for work and services.

16.3. An agreement concluded between ADAC and the Business Partner may be terminated without notice at any time for good cause. Good cause exists, for example, if

a) the other Contracting Party culpably breaches its contractual obligations and – despite a reminder and the extension of a reasonable grace period – fails to perform services to which it is obliged or fails to remedy the breach of obligations within the set deadline;

b) the opening of insolvency proceedings with regard to the assets of a Contracting Party is rejected for lack of assets covering the costs; Sections 103 to 119 of the Insolvency Code (InsO) shall remain unaffected;

c) the financial position of the other Contracting Party deteriorates to such an extent that the fulfilment of liabilities towards the other Contracting Party is in jeopardy or a Contracting Party's business license is withdrawn;

d) fulfilment of the Agreement is legally and/or factually impossible for reasons that are not attributable to the Contracting Party's serving notice of termination.

16.4. This does not affect other causes for immediate termination of the Agreement (refer in particular to Section A.27 – and Section 23).

17. Non-disclosure

17.1. The Business Partner undertakes to treat confidential information of ADAC as defined below as strictly confidential, to use it only for the intended purpose and to refrain from making it available, for any purposes whatsoever, to third parties, disclosing it to third parties or granting access to third parties unless it has obtained prior written consent from ADAC.

17.2. The non-disclosure obligation under Section A.16 extends to all financial, technical, economic, legal, tax, business, personnel or management information transferred to the Business Partner by ADAC in connection with the business relationship in writing or orally, made available in any other way and/or taken note of by the Business Partner, including but not limited to all samples, drawings, drafts, concepts, know-how, calculations and analyses, processes, inventions, marketing data, products and services, tender documents, hardware and software, business plans and reports, including accounting documents and other financial information, personnel matters, digitally embodied information (data) and data collections as well as other business and trade secrets, irrespective of (i) the medium on which the Confidential Information is embodied, (ii) whether it is marked 'confidential' or 'secret', (iii) whether it has a particular economic value from the perspective of ADAC, or (iv) whether other technical or organisational measures are implemented by ADAC in order to safeguard confidentiality ('Confidential Information').

17.3. The confidentiality requirement hereunder shall not apply to Confidential Information

a) of which the Business Partner demonstrably became aware from other sources prior to notification by ADAC; or

b) was subsequently communicated to the Business Partner by a third party without breaching any confidentiality requirement; or

c) is or becomes general knowledge without any breach of this Section A.17; or

d) was developed by the Business Partner at the effective date of this Agreement or is developed by it later on, irrespective of its disclosure by ADAC.

17.4. The Business Partner shall be entitled to disclose Confidential Information if such disclosure is required pursuant to an order or instruction issued by a competent court, a competent authority or for compliance with a mandatory statutory provision. During disclosure, the Business Partner shall make clear that the information concerned contains business secrets of ADAC.

17.5. All tangible embodiments of information material and records of Confidential Information shall be securely stored, including reasonable and modern electronic security measures, to prevent unauthorised access. Any reproductions must contain the same confidentiality notices as the original documents.

17.6. The Business Partner shall only make Confidential Information accessible to those of its board members, employees and consultants and any other third parties working on its behalf who absolutely require this Confidential Information ("need-to-know" principle) and are obliged to maintain appropriate confidentiality. The Business Partner will carefully monitor compliance with this non-disclosure obligation and make sure that exclusively secure information transfer and communication channels are used for the disclosure of Confidential Information.

17.7. The Business Partner is prohibited from obtaining Confidential Information by means of reverse engineering.

17.8. The rights to the Confidential Information remain with ADAC, unless otherwise contractually specified. Any provision of Confidential Information by ADAC cannot be interpreted as the extension or transfer of any rights whatsoever.

17.9. The Business Partner shall notify ADAC in writing and without delay if it becomes aware that unauthorised third parties have obtained Confidential Information or circumstances indicating a risk that they may obtain such information.

17.10. Upon termination of the contractual relationship and in any case upon instruction by ADAC, the Business Partner shall hand over to ADAC all Confidential Information it has received and all records made concerning Confidential Information or, if this is not possible, destroy them and provide ADAC with proof of destruction without delay. This does not apply to copies that must be kept on record for compliance with mandatory statutory retention obligations, official or court orders or for reasons relating to technical safeguards (e.g. backups). There is no right to retain Confidential Information, irrespective of the legal grounds.

17.11. The non-disclosure obligation pursuant to this Section A.17 shall survive the completion of each order by a period of five (5) years.

17.12. The statutory non-disclosure obligations, in particular Section 23 German Act on the Protection of Business Secrets (GeschGehG), remain unaffected.

18. Data Protection

18.1. The Business Partner undertakes to comply with data protection requirements, the EU GDPR in particular, when processing personal data. It will conclude the necessary contractual agreements with ADAC in this regard. Furthermore, it must obligate its vicarious agents to observe confidentiality.

18.2. The Business Partner shall ensure that personal data of its employees related to the respective contractual relationship may be processed within the ADAC SE Group.

19. Subcontractors; Minimum Wage Act, Guarantee Declaration and Contractual Penalty

19.1. The Business Partner undertakes to render its services entirely

with its own employees. The Business Partner is prohibited from using temporary workers as defined by the German Temporary Employment Act (AÜG).

19.2. In the event that third parties ('subcontractors') are commissioned pursuant to Section A.3.2, the Business Partner shall contractually impose at least the same obligations on each subcontractor, as far as the scope of the subcontractor's order extends, as they arise from this Section for the Business Partner itself. This applies in particular to the regulations concerning the minimum wage, the Posted Workers Act (AEntG) and the Minimum Wage Act (MiLoG). The Business Partner must, on its own responsibility, ensure that the above-mentioned obligations are also met by the subcontractors it commissions. Whenever services are passed on to subcontractors, the commissioned enterprises must be named (email is sufficient) in writing (in particular name of company, its management, address, VAT ID no. and HR number) to ADAC.

19.3. The Business Partner shall guarantee to ADAC, in the form of an independent and no-fault guarantee of its own kind (in accordance with Section 311 BGB), that it and the subcontractors it commissions fully comply with the statutory or equivalent obligations to pay the minimum wage, in particular in accordance with MiLoG and AEntG.

Consequently, the Business Partner shall, at first request, hold ADAC harmless from all claims, in particular by authorities and collection agencies, which are based on a breach of these obligations. In particular, the Business Partner shall hold ADAC harmless from all claims arising from the statutory liability of guarantors as per Sections 13 MiLoG and 14 AEntG as well as Sections 150 (3) SGB VII (Book VII of the Social Code) and 28e (3a) SGB IV (Book IV of the Social Code). This shall also apply to claims exercised by the workers of subcontractors.

19.4. Should the Business Partner fail to fulfil its obligations arising from the above Sections, in particular to pay the minimum wage in accordance with MiLoG and the minimum wage as well as the other contributions in accordance with Section 14 AEntG – each agreed as the main obligation of the Business Partner – despite the setting of a reasonable time limit, then ADAC shall, without prejudice to any other rights or remedies, be entitled to terminate the contractual relationship with immediate effect and claim damages. In such a case, ADAC shall in addition have a right of retention with regard to the remuneration owed, pursuant to Section 320 BGB (Civil Code). The Business Partner shall be obliged to disclose to ADAC the amounts of contributions owed and actually paid.

19.5. Compliance with the obligations incumbent on the Business Partner as per the above provisions, in particular the proper payment of the minimum wage pursuant to Section 20 in conjunction with Sections 1, 2 MiLoG and the documentation and reporting obligations incumbent on the employer must be proven to ADAC at its request any time – also repeatedly at regular intervals – without delay and in full.

19.6. As soon as the Business Partner or – if known to it – another authorised third party breaches or has breached its obligations resulting from MiLoG or if claims are asserted by employees in this connection, ADAC must be informed of this without delay in writing (email shall suffice).

20. Contractual penalty for a breach of Section A.17, A.18 and A.19

The Business Partner undertakes to pay an appropriate contractual penalty for each case of breach of (a) the confidentiality obligations agreed in Section A.17, (b) statutory data protection provisions (Section A.18), or (c) the obligations under the guarantee pursuant to Section A.19.3, the amount of which shall be determined by ADAC at its reasonable discretion in each individual case. The appropriateness of this payment may be reviewed by a competent court in the event of a dispute. This does not affect any additional claims for damages by ADAC. The contractual penalty shall, however, be offset from these claims for damages.

21. Liability; Insurance

21.1. The Business Partner shall be liable without limitation for all losses which it or its vicarious agents causes culpably. It shall indemnify ADAC against all third-party claims arising from a culpable breach of its obligations.

21.2. ADAC shall be liable for losses arising from injury to life, limb or health if these are based on an intentional or negligent breach of duty – also by a legal representative or vicarious agent – as well as losses covered by the Product Liability Act (ProdHaftG).

21.3. ADAC shall only be liable for other losses if such losses were caused by an intentional or grossly negligent breach of an obligation, also by a legal representative or vicarious agent.

This limitation of liability shall not apply in the event of a breach of a material contractual obligation. Material contractual obligations are such obligations upon whose fulfilment the Agreement is predicated and upon which the Business Partner may ordinarily rely.

21.4. Liability for financial loss and property damage shall be limited to the amount of the typical foreseeable loss in the event of a negligent breach of material contractual obligations by ADAC and/or its vicarious agents pursuant to Section A.21.3.

21.5. The Business Partner shall, in order to secure any claims for damages by ADAC, take out and provide evidence of third-party liability insurance in an adequate amount covering all services as itemised for the term of the Agreement and beyond the limitation period for defects.

22. Trademarks and Property Rights

22.1. The Business Partner irrevocably assigns to ADAC the exclusive, transferable and sub-licensable rights of use and exploitation, unlimited in time, place and content, to all embodied services provided individually by the Business Partner to ADAC, in particular also to drafts and design proposals (together 'Work Results'). ADAC is entitled in particular – and without the involvement of the Business Partner – to reproduce and disseminate Work Results, to reproduce them publicly and make them accessible, including their rental, to process them and modernise them and/or adapt them in any other way to current requirements even after they have been completed.

22.2. The Business Partner irrevocably assigns to ADAC, within the

scope set out in Section A.22.1, a non-exclusive, transferable right of use, unrestricted in terms of time, place and content, to services and Work Results that were not performed specifically for ADAC.

22.3. Where the Business Partner has commissioned third parties with the provision of services, it grants assurances to ADAC that ADAC shall receive, to the extent set out above, the unrestricted, transferable, exclusive right of use to these (possibly protected) Work Results and undertakes to agree corresponding contractual provisions with the third parties.

22.4. The granting of rights to ADAC pursuant to Sections A.22.1 to A.22.3 also includes an analogous extension of rights to the other companies in the ADAC SE Group as well as to ADAC e.V. and the ADAC Foundation and the companies affiliated with them.

22.5. The Business Party does not have a right to reserve title to the Work Results and other documents produced for ADAC.

22.6. The Business Partner warrants that third parties do not hold any conflicting property rights to the work results. The Business Partner shall indemnify ADAC and all companies within the ADAC SE Group against all third-party claims for infringement of industrial or other property rights in connection with the use, modification and/or exploitation of the Business Partner's services. The Business Partner shall bear any statutory court or out-of-court costs incurred by ADAC in this regard.

22.7. The Business Partner shall in each case – without prejudice to any further rights of ADAC – carry out at its own expense any necessary modifications to the delivered item/service due to infringements of property rights or claims to property rights by third parties which lead to restrictions in use to the detriment of a company pursuant to Section A.22.6 and/or replace the contested parts of the delivered item/service with equivalent parts with essentially identical functions and/or procure the necessary rights.

23. Trademark Protection; References

23.1. ADAC and ADAC e.V. each own several marks (with/without the element 'ADAC'). In particular, ADAC e.V. owns the German word mark 'ADAC' (DE39826729) and the combined word/figurative mark 'ADAC logo' (DE2009578). The designation "ADAC" enjoys the increased protection of a well-known brand. Moreover, the designation "ADAC" is protected as the name of a registered association.

23.2. The Business Partner undertakes to refrain from impairing in any way the rights of ADAC and ADAC e.V. to their marks, in particular to refrain from registering or causing the registration on its own behalf of any marks which include ADAC as a component or marks which may be confused with the marks of ADAC or ADAC e.V. as trademarks or in the form of another mark, including but not limited to domain names and titles etc.

23.3. The Business Partner undertakes to refrain from engaging in any sales promotion activities that make reference to an ADAC company and/or from using any type of mark belonging to ADAC or ADAC e.V., in particular in a digital context (e.g. incorporation into the source code of a web page, search engine optimisation, digital advertising programs).

23.4. As a matter of principle, no ADAC company shall be named in connection with any customer reference marketing. This will only be approved by ADAC or ADAC e.V. (email contact: marke@adac.de) in exceptional cases after the end of the Agreement.

23.5. These obligations shall survive the end of the contractual relationship.

24. Compliance

24.1. Upon acceptance of the order, the Business Partner makes the representations and warranties set out below which are true on the date the Agreement is concluded and throughout the entire term of the Agreement (independent guarantee):

a) The Business Partner and its employees, co-partners, auxiliary persons or other third parties acting (directly or indirectly) in connection with the performance of this Agreement shall comply with all laws that apply to the Business Partner or to ADAC in connection with the contractual relationship, including any anti-corruption, competition and antitrust laws. The ADAC SE Code of Conduct for Suppliers and Business Partners pursuant to Section 27 of these T&CP shall otherwise apply.

b) Neither the Business Partner nor any of its employees, co-partners, auxiliary persons or any other third party acting (directly or indirectly) on behalf of the Business Partner are the subject of government investigations or lawsuits for alleged non-compliance with criminal or antitrust provisions which might impair proper performance of the contractual relationship.

c) Neither the Business Partner nor any of its employees, co-partners, auxiliary persons or any third parties acting (directly or indirectly) on behalf of the Business Partner shall offer or accept any benefits in connection with the contractual relationship if doing so may be construed as an inappropriate attempt to influence a person, corporation or organisation.

24.2. The Business Partner undertakes to notify ADAC without delay if the information set out in this section becomes incorrect or incomplete due to a change in factual circumstances during the term of the contractual relationship.

25. Contractual Language; Correspondence

The contractual language is German. All correspondence and all other records and documents must be prepared in the German language. The German wording shall take precedence in the event of the Contracting Parties using another additional language.

26. Governing Law; Place of Jurisdiction

26.1. The exclusive place of fulfilment for all disputes arising from or related to the contractual relationship is Munich for both Parties.

26.2. The relationships between ADAC and the Business Partner shall be governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does

not apply.

27. Code of Conduct for Suppliers and Business Partners; Right of Termination and Withdrawal

27.1. ADAC expects that its Business Partner, upon instruction to do so by ADAC, signs the Code of Conduct for Suppliers and Business Partners (hereinafter "Code of Conduct") presented to them by ADAC.

27.2. Where the Code of Conduct applies, the Contracting Parties agree that the business basis for their business relationship and all Agreements between them in accordance with these T&CP ADAC SE shall be the appropriate protection of human rights and the avoidance of environmental risks within the joint supply chain.

27.3. The Business Partner is aware that ADAC is obliged to amend the Code of Conduct at regular intervals, in particular to prevent and minimise the human rights-related or environmental risks identified in ADAC's risk analysis pursuant to Section 5 of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz) and to comply with legal requirements. Adjustments shall be made as necessary and in detail at the reasonable discretion of ADAC and shall be communicated to the Business Partner in writing (email is sufficient). If necessary, the ADAC will then instruct the Business Partner, pursuant to Section A.27.1 to sign the updated Code of Conduct as amended.

27.4. Due to its legal obligation, ADAC is entitled to check compliance with the Code of Conduct both ad hoc and risk-based. In the event of specific indications of breaches of the Code of Conduct, e.g. through information provided via the ADAC whistleblower system, the Business Partner undertakes to cooperate in an investigation and to provide the necessary information. The investigation is usually carried out with the aid of a questionnaire. Insofar as the clarification of the facts makes it necessary, the Business Partner agrees that ADAC may carry out inspections at the Business Partner's premises during normal business hours or have them carried out by authorised persons.

27.5. ADAC shall notify the Business Partner in writing (email is sufficient) of any breach of the Code of Conduct and give the Business Partner the opportunity to bring its business policy into line with the provisions of the Code of Conduct. If a remedy is not possible in the foreseeable future, the Business Partner must report this immediately and, together with the ADAC, draw up a concept for ending or minimising the breach.

27.6. Where the Business Partner is found to be in breach of the provisions of the Code of Conduct that affect the supply chain of ADAC, the Business Partner shall be obliged to report the underlying facts immediately to the respective contact person at ADAC, stating all circumstances that are not insignificant from the outset. This report shall be sent by email to zek@adac.de.

27.7. The Business Partner shall be obliged upon request to provide ADAC – in a case pursuant to Sections A.27.4, A.27.5 and A.27.6 and others if applicable, with all information on the matter in question within a reasonable period of time, at the latest within two weeks, in writing (email is sufficient).

27.8. ADAC reserves the right to withdraw from the Agreement or to terminate the Agreement without notice in the event that the Business Partner breaches the obligations set out in Section A.27.1 et seq. above or the obligations arising from the Code of Conduct signed by the Business Partner and does not immediately refrain from doing so despite being notified and does not prove that it has taken reasonable precautions to avoid such breaches in the future. This is without prejudice to the assertion of additional claims.

B. Special Provisions for Purchases and for Contracts for Work and Materials

1. Transfer of Risk; Retention of Title

1.1 The risk of accidental loss or accidental deterioration shall not be borne by ADAC until handover of the object of performance. Where acceptance is agreed, this shall take place in lieu of handover. The provisions of the law on contracts for work and services as well as the provisions regulated below under Section C.2 (taking precedence) shall apply mutatis mutandis in this case.

1.2 Ownership of the purchased item shall pass unconditionally and without restriction to ADAC no later than upon transfer of risk. The Business Partner is not authorised to reserve title in any way.

2. Liability for Defects

2.1 The statutory provisions on material defects and defects of title and in particular concerning the trader's right to recourse shall apply unless otherwise agreed below.

2.2 The Business Partner warrants that the purchased item is free from third-party rights that may prohibit or otherwise impair the intended use of the purchased item by ADAC, or that may predicate the intended use of the purchased item on payment of additional consideration in excess of the agreed purchase price. In the event that any such rights exist, the Business Partner undertakes to indemnify ADAC against all claims that may be exercised against it in this regard, including any legal prosecution and legal defence costs incurred.

2.3 Section 442 para. 1 sentence 2 BGB is waived to the extent that ADAC is also entitled to warranty rights in the event that it was unaware of defects at the time of concluding the Agreement due to gross negligence.

2.4 Where the Business Partner fails to fulfil its obligation to remedy the defect or make a replacement delivery within a reasonable period, ADAC may remedy the defect itself and demand reimbursement from the Business Partner of any expenses incurred.

2.5 In the case of Section B.2.4, ADAC is entitled to demand that the Business Partner make a reasonable advance payment on the expenses that will likely be incurred.

2.6 The Business Partner shall be responsible for all claims asserted by third parties for personal injury or property damage which are attributable to a defective product supplied by the Business Partner and shall be obliged to hold ADAC harmless

from any liability in this respect. Where ADAC is obliged to issue a recall to third parties due to a defect in a product supplied by the Business Partner, the Business Partner shall bear all costs associated with the recall.

2.7 The Business Partner is obliged to maintain at its own expense product liability insurance cover of at least EUR 2 million for personal injury, EUR 1 million for property damage and EUR 100,000.00 for financial loss, which, unless otherwise agreed in the individual case, is not required to cover the risk of recall or punitive damages or similar losses. The Business Partner will send to ADAC a copy of the third-party liability policy upon request at any time.

2.8 With regard to the commercial obligation to inspect and give notice of defects pursuant to Sections 377, 381 HGB, the obligation to inspect shall be limited to defects in the purchased item which become evident during the inbound inspection of the delivery documents or during external inspection of the purchased item and/or during a random sample.

2.9 The limitation period for claims is governed by the statutory provisions unless otherwise agreed. Notwithstanding Section 438 para. 1 no. 3 BGB, the limitation period in regard to claims for defects shall be 3 years from the transfer of risk.

3. Spare Parts; Updates

3.1 Following delivery, the Business Partner shall be obliged to keep stocks of the spare parts for the delivered products for at least the duration of their respective life cycle. The same applies to the provision of updates for delivered digital products or products or services that are made available; the Business Partner undertakes to provide such updates on a regular basis or to the extent required by law so that ADAC, in its position as a reseller, is able to satisfy any claims from consumers in regard to these products and services.

3.2 Should the Business Partner intend to discontinue the production of spare parts or updates for the products or services provided to ADAC, it shall notify ADAC thereof without undue delay following the decision to discontinue. This decision must be reached – subject to Section B.3.1 – at least 3 months prior to discontinuation of production or updates.

C. Particular Provisions for the Performance of Work

1. Deployment of Staff; Subcontractors

The Business Partner shall provide all services using its own staff. In doing so, the Business Partner is obliged to deploy sufficient numbers of qualified staff members for the fulfilment of its services.

2. Acceptance

2.1. The statutory provisions in accordance with Section 640 BGB shall apply to the acceptance of contractual services, unless otherwise stipulated here.

2.2. In addition to the statutory provisions, the Business Partner shall, after completion of the services, request ADAC to formally accept the services in text form having observed a notice period of at least 7 days. In terms of its form, acceptance must be performed based on an acceptance report that is digitally signed by both sides.

2.3. Fictitious or implied acceptance (e.g. by putting the subject matter of the Agreement into use) are excluded. The same applies to partial acceptances.

2.4. Formal acceptance by ADAC shall be predicated furthermore on the Business Partner submitting the required records and required or agreed documentation and on obtaining the required or agreed operating permits, official approvals and acceptance certificates.

2.5. Prior to acceptance of the work, the Business Partner will, to the extent that is necessary, provide the staff appointed by ADAC with instruction in operating the technical systems and other equipment. A report prepared to confirm this instruction has been provided must be presented to ADAC at the acceptance.

3. Liability for Defects and Limitation Period

3.1. ADAC's claims for defects shall be governed by law unless otherwise stipulated.

3.2. The limitation period is as set out in Section 634a BGB.

4. Remuneration; Termination

4.1. The remuneration of work services shall be based, unless otherwise stipulated, on the agreed unit prices and the actually performed services as documented by joint assessment.

4.2. Agreed discounts, rebates or cash discounts shall also apply to the agreed unit prices, to special requests and supplements, in particular to additional and/or modified services, as well as to any agreed maintenance contracts.

4.3. The agreed prices are fixed prices. Escalator clauses for labour, material, equipment and substance costs are excluded unless explicitly agreed otherwise.

4.4. Work may only be performed and remunerated on the basis of an hourly rate if an agreement has been reached with ADAC on hourly wage work. Hourly wage slips must be submitted every working day and signed off. Third parties are not authorised to enter into/conclude agreements on behalf of ADAC.

4.5. Section A.16.1 does not apply to work services. The statutory provisions shall otherwise apply to termination in the absence of other agreements between the Parties.

5. Declaration of Exemption

The Business Partner undertakes to submit a valid declaration of exemption pursuant to Section 48b Income Tax Act (EStG) with each invoice. Should the Business Partner fail to submit the declaration, ADAC shall be entitled in each case to withhold 15% of the gross amount from the Business Partner's claims to remuneration due and to pay this amount to the competent tax office with discharging effect vis-à-vis the Business Partner.

D. Particular Provisions for Services

1. Performances and Obligations

1.1. The Business Partner shall continuously review its services to identify potential improvements, take new findings into account and regularly notify ADAC of relevant opportunities and/or necessities.

1.2. The Business Partner shall, without additional remuneration, provide ADAC without delay with the Work Results of its services in each case in a suitable form and, at the request of ADAC, additionally on a data storage medium provided by ADAC at the time of invoicing, but no later than upon completion of the order.

1.3. Where additional services that have not yet been commissioned become necessary, the Business Partner shall notify ADAC and, if necessary, prepare an offer in text form on the basis of the current agreements.

1.4. The Business Partner must document the services provided (staff deployment, time, scope, nature, result). Any materials, consumables, wear parts and auxiliary resources used must be included in the documentation. The documentation shall be submitted to ADAC in the form of a services report in text form. This report will be clearly structured and submitted in regular intervals, at the latest upon issue of the invoice.

2. Remuneration

If the Business Partner is remunerated based on time, it shall be obliged to keep a detailed record of the time spent on each activity, showing the agreed fee, and to have this record confirmed by ADAC in text form.

3. ADAC Items; Auxiliary Resources

3.1. The Business Partner is obliged to keep available or provide all auxiliary resources (such as tools and measuring devices etc.) that are necessary for performance of the commissioned services.

3.2. Any items/tools received made available by ADAC shall be returned to ADAC upon termination of the contractual relationship, provided they are not consumed by providing the service.

3.3. Where services are performed at the ADAC premises, ADAC shall, to the extent that is necessary and based on the available connections, provide the Business Partner with water and electricity for the operation of small tools used to perform the assigned services.

E. Particular Conditions for the Provision of Software

1. Provision of Software

1.1. The subject matter of provision is the computer program in object code, including the associated user documentation as well as the granting of the following rights of use in each case.

1.2. The Business Partner irrevocably transfers to ADAC the non-exclusive, transferable and sub-licensable right, unlimited in time, place and content, to use the software itself and/or through third parties to the agreed extent, to edit and decompile it, in particular to store and install the software permanently or temporarily, to load, display and run it, to adapt it by means of configuration tools and to connect it with system components from other manufacturers, irrespective of whether the above actions require replication or not.

1.3. The Business Partner grants to ADAC the rights set out in Section E.1.2 to software provided for a limited period (software rental). However, these rights shall not be transferable and shall be limited to the agreed term of the Agreement.

1.4. The provisions of Section A.22.1 apply mutatis mutandis to individual software the Business Partner produces on behalf of ADAC ~~or~~ to software that includes individual modifications and customisation. Furthermore, and notwithstanding Section E.1.2, the source code must be surrendered to ADAC.

1.5. In the case of Section E.1.4, any (financial) participation of the Business Partner or another third party in the continued development or secondary exploitation of the software shall be excluded.

1.6. ADAC is entitled to make copies of the software and documentation for backup and archiving purposes.

2. Hosting and ASP/SaaS Services

2.1. The subject matter of the agreement for hosting are the services of the Business Partner is to make content accessible via the internet. The Business Partner shall to this end make system resources available to ADAC on a defined storage space of a virtual server which can be accessed by ADAC via the internet.

2.2. The subject matter of the agreement for Application Service Providing (ASP) or Software-as-a-Service (SaaS) is the provision of the software for use via the internet and the granting of storage space on the servers of the Business Partner. The Business Partner shall provide ADAC with the latest version of the software via the internet for the agreed term of the agreement. The Business Partner shall, for this purpose, install the software on a server as described in Section E.2.1.

2.3. The Business Partner grants to ADAC, limited to the agreed term of the agreement and otherwise unrestricted in terms of location and content and subject to sub-licensing, the non-exclusive right to use, edit or adapt the software by means of configuration tools and to reproduce the software. Necessary reproduction includes loading the software into the RAM of the Business Partner's server and displaying and running the software by means of this server.

2.4. The Business Partner shall ensure that the ADAC data stored on this server can be accessed by ADAC via the internet. Furthermore, the Business Partner is obliged to take suitable precautions against data loss and to prevent unauthorised access of data belonging to ADAC. Unless otherwise agreed, the Business Partner shall for this purpose create daily backups, scan the ADAC data for viruses and install state-of-the-art firewalls.

2.5. ADAC shall in any case remain the sole owner of the data and is therefore entitled to demand the surrender of some or all of the data at any time. Upon termination of the contractual relationship, the Business Partner shall return to ADAC without

delay all data kept on the storage space allocated to ADAC in a structured, commonly used and machine-readable format. The data shall be surrendered at ADAC's discretion either on data storage media or by transmission via a data network. Where technically feasible and legally permissible, ADAC shall have the right to instruct the Business Partner to transfer the data to third parties. The Business Partner shall have neither a right of retention nor the statutory security right of the lessor (Section 562 BGB) with respect to the data belonging to ADAC.

2.6. ADAC is obliged to implement suitable precautions to prevent third parties from accessing the protected areas of the hosted system resources and the ASP/SaaS software, to keep user IDs and passwords secret and to refrain from making them accessible to third parties.

2.7. The Business Partner is entitled to block the storage space in case of justified suspicion that the stored data is unlawful and/or infringes the rights of third parties. A justified suspicion of unlawfulness and/or infringement of rights shall exist in particular if courts, authorities and/or other third parties notify the Business Partner thereof. The Business Partner must inform ADAC without delay of the block and its reason. The block must be lifted as soon as the suspicion has been dispelled.

3. Warranty; Maintenance

3.1. The provisions of Section B.2 shall apply to the permanent transfer of software (software purchase) unless otherwise stipulated below.

3.2. In the case of temporary provision of software (software rental) and ASP/SaaS services, the Business Partner warrants that the contractually agreed quality of the software will be maintained throughout the term of the Agreement and that third-party rights will not prevent contractual use of the software. The provisions of B.2.1 to 2.2 and B.2.4 to 2.6 apply mutatis mutandis. The Business Partner shall continue to develop the quality and modernity of the software, adapt it to changing requirements, eliminate errors in order to maintain the due quality, and shall provide ADAC with the resulting new versions of the software. The Business Partner shall assist ADAC by providing information on use of the software, avoidance of errors, troubleshooting and workarounds.

3.3. The Business Partner shall, for the term of the agreement, maintain an email service and a telephone hotline during the agreed service times and, in the absence of a corresponding agreement, during normal business hours (weekdays 9.00 am to 5.00 pm) for the receipt and processing of application-related questions and incident reports.

3.4. Where necessary, ADAC shall, within the scope of replacement deliveries or maintenance, accept a new version of the software which contains more than the contractually owed properties and does not unreasonably impair ADAC with regard to use of the software in this respect. In the event of defects of title, the Business Partner shall, at its own expense, provide ADAC with a legally unobjectionable opportunity to use the software or modify it in such a way that property rights are no longer infringed.

3.5. Adaptations, changes and additions to hosting or ASP/SaaS services as well as measures for the identification and rectification of malfunctions will only lead to a temporary interruption or impairment of accessibility if this is absolutely necessary for technical reasons.

3.6. The basic functions of hosting or ASP/SaaS services are monitored daily. Maintenance of services is guaranteed in the period Monday to Friday from 9.00 am to 6.00 pm. In the event of serious faults – use of the services is impossible or seriously impaired – maintenance will be provided within 3 hours from ADAC becoming aware of or receiving notification of these errors. The Business Partner shall notify ADAC without delay of the maintenance and perform all work in the shortest possible time, depending on the technical circumstances. Where the fault cannot be rectified within 12 hours, the Business Partner will notify ADAC by email within 24 hours, stating the reasons and the period of time that will likely be needed to rectify the fault.

3.7. The hosting and ASP/SaaS services shall have an average monthly availability of 98.5% , including maintenance. However, availability must not be impaired or interrupted for a period exceeding two successive calendar days.

3.8. The Business Partner is entitled to adapt the software and hardware used for the delivery of hosting and ASP/SaaS services to the state of the art in each case. If any such changes result in additional requirements for the content stored by ADAC on the server in order to ensure provision of the Business Partner's services, the Business Partner shall notify ADAC of these additional requirements without delay. ADAC will decide whether the additional requirements should be fulfilled and by when this will take place. ADAC shall be entitled to terminate the Agreement if it decides not to fulfil these additional requirements. The Business Partner shall be entitled to terminate the contractual relationship with effect from the changeover date in the event that ADAC fails to make a declaration in this regard by no later than four weeks prior to the changeover date, confirming that it will adapt its content to the additional requirements in time for the changeover.

3.9. Where the Business Partner has provided ADAC with static IP addresses, the Business Partner shall only be entitled to change the IP addresses assigned to ADAC if this is necessary for technical reasons or for compliance with legal requirements. ADAC shall be notified without delay of the imminent change.

4. Authorised Users

4.1. The granting of rights to ADAC pursuant to Sections E.1.2, E.1.3 and E.2.3 also includes an analogous extension of rights to the other companies in the ADAC SE Group as well as to ADAC e.V. and the ADAC Foundation and the companies affiliated with them, as well as to the ADAC regional clubs. They are therefore all authorised users with regard to the services provided by the Business Partner under Part E and, in the event that they use these services, are entitled to exercise the rights set out in Sections E.1, E.2 and E.3.