



**Code of Conduct of ADAC SE
for Suppliers and Business Partners**

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Introduction

Compliance with legal regulations is a matter of vital importance for ADAC SE and its affiliated companies pursuant to §§15 et seq. AktG (German Stock Corporation Act) - hereinafter referred to as "ADAC". In order to facilitate compliance with the regulations for our business partners, the key content is summarised in this Supplier Code. This Supplier Code applies worldwide for all business partners of ADAC. The provisions of this code apply directly in the relationship between ADAC and its business partners.

The foundations of this Supplier Code are relevant national laws and regulations, EU regulations and international conventions, particularly the relevant competition and anti-trust laws and laws on money laundering and the financing of terrorism, export controls and customs duties. All laws, regulations, contractual agreements and agreed standards both in Germany and abroad must be acknowledged and complied with. This also applies for all international economic sanctions (including embargoes), insofar as national or EU regulations are not opposed to this, as well as all sanctions imposed by the European Union. Conflicts of interest that may arise due to secondary activities or capital investments must be avoided.

1 Environmental responsibility

1.1 Environmental and climate protection

ADAC's business partners undertake to contribute to environmental and climate protection and to pursue in all their business activities a sustainable approach with respect to their impact on the environment and climate. In this context they must comply with all relevant national and international environmental laws and regulations and hold all the necessary permits and/or licences.

ADAC's business partners are required to drive forward the development of climate-friendly products, processes and procedures both in their own company and at their suppliers.

1.2 Resource and energy consumption

ADAC's business partners shall ensure energy-efficient and environmentally-friendly use of resources.

1.3 Ensuring quality of life

ADAC's business partners shall ensure for all their products safe and environmentally-friendly development, production, transportation and disposal. They shall avoid or reduce all burdens with negative effects on the health of people and/or the environment and climate.

1.4 Waste and wastewater management

ADAC's business partners shall ensure that all waste and wastewater is disposed of or discharged in a safe and environmentally sound manner, in accordance with the relevant regulations.

1.5 Chemicals

ADAC's business partners must not supply ADAC with any products that contain chemicals as defined in Article 3(1)(a) and Annex A of the Stockholm Convention on Persistent Organic Pollutants of 23 May 2001.

1.6 Mercury

ADAC's business partners shall ensure either that products that they supply to ADAC are not produced with mercury or mercury compounds or that mercury waste is appropriately handled. The business partners must comply with the applicable Minamata Convention.

2 Social responsibility

2.1 Health protection and occupational safety

ADAC's business partners shall ensure occupational safety and health protection at the workplace within the framework of the statutory regulations. This includes appropriate inspections, safe workflows and adequate safety standards, preventive maintenance and protection measures, as well as precautions, being a fixed component of the company's operations. The business partners shall adequately instruct their employees and ensure that only employees with adequate training are deployed for particular work.

2.2 Child labour

ADAC's business partners reject any form of child labour and shall observe the minimum age for the employment of children. The basis for the minimum age for employment are the conventions of the International Labour Organisation (ILO).

ADAC's business partners shall prohibit dangerous work for employees under 18 years of age. Dangerous work includes work that involves increased risk due to the work procedure, the type of the work, the substances used or the environment because adequate protection measures cannot be implemented.

2.3 Forced labour

Forced labour in any form is prohibited. ADAC's business partners are expected to treat their employees fairly and without any sexual harassment, sexual abuse, corporal punishment or torture, mental or physical coercion or verbal abuse, and without any threats of such treatment.

2.4 Discrimination

ADAC's business partners shall ensure that no employee is disadvantaged, favoured or excluded due to race or due to ethnic origin, gender, religion or ideology, a disability, age or sexual identity with regard to their appointment, daily work, training and/or promotion.

2.5 Pay

ADAC's business partners shall pay their employees remuneration in line with the currently relevant national laws and concluded collective bargaining agreements. In particular, the provisions of law on the minimum wage must be strictly complied with and observed with regard to the payment of employees.

2.6 Freedom of association

In accordance with the national legal conditions (based on "UN Social Covenant "Article 8 I d) IPwskR), employees of ADAC's business partners shall have the right to exercise their right to strike, freely form associations, join trade unions, form works councils, elect employee representatives, engage in collective bargaining, etc. The employees involved must not suffer any disadvantages.

2.7 Subcontractors

ADAC's business partners shall not engage any subcontractors (for example private or public security personnel for the protection of the company) whose engagement leads to the violation of relevant human rights, freedom or labour laws.

2.8 Working hours

The employees' working hours must comply with all relevant national or international laws or, in the absence of statutory provisions, industry standards (ILO Conventions 1 and 14).

2.9 Eviction

ADAC's business partners reject any form of unlawful eviction or expropriation for purchase, development or other use of land, forests or bodies of water.

3 Ethical business conduct

3.1 Treatment of business partners

For ADAC's business partners, compliance with the principles of non-discrimination when selecting their own business partners and in their treatment of business partners is a matter of course. ADAC's business partners must ensure they employ fair competition practices with respect to their business partners and that contracts with them are fairly formulated. Compliance with the relevant anti-trust laws is required.

3.2 Handling of confidential information

For business partners of ADAC, fair treatment of customers, suppliers and business partners based on mutual trust includes keeping confidential information secret.

3.3 Copyrights

ADAC's business partners shall ensure compliance with copyrights and maintain confidentiality with regard to the intellectual property of their own employees and business partners.

3.4 Data protection

ADAC's business partners undertake to comply with all relevant laws, directives and regulations that relate to data protection and also to train and obligate their employees to do so.

3.5 Corruption

ADAC's business partners shall not tolerate any form of corruption. Both acceptance and granting of bribes, other payments or non-socially appropriate gifts is prohibited.

ADAC's business partners are prohibited from offering employees of ADAC cash or comparable benefits. Also with regard to benefits arising in the course of typical business dealings (for example business meals, minor courtesies out of politeness, Christmas gifts) even the appearance of being open to influence must be avoided. Furthermore, invitations are only permissible for business reasons and within the limits of what is socially appropriate.

3.6 Communications policy with regard to employees/business partners

ADAC's business partners are expected to conduct an open and constructive communications policy vis-à-vis and with their employees and business partners. ADAC's business partners must inform their employees and business partners about relevant legal regulations, agreements and standards and as a result prevent unlawful action.

4 Closing remarks and further information

ADAC's business partners undertake to act responsibly and apply the principles/requirements specified in this Supplier Code to themselves and their employees, officers and business partners.

ADAC shall enact appropriate consequences in the event of breaches of the Supplier Code (enforcement of contractual penalties, development of a plan of action, suspension or termination of the contractual relationship).

Reports of breaches against the provisions of this Supplier Code may, in particular, be submitted (including anonymously) via [ADAC's Electronic Whistleblowing System](#). Such reports shall be treated as confidential. The reports shall be assessed and, if necessary, remedial action shall be taken.

5 Agreement

By signing this Supplier Code, ADAC's business partners undertake to responsibly comply with the specified standards and provisions. The business partners also undertake to clearly communicate this Supplier Code to internal and external employees, suppliers, sub-suppliers and other commissioned companies and give their assurance to the ADAC that all necessary measures for compliance with this Supplier Code will be properly implemented and promoted.

Receipt of the declaration of acceptance by ADAC is hereby waived in accordance with Article 151 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).

Company name: _____

Place, date: _____

Signature & stamp: _____