



# Terms and Conditions of the Deutsche Telekom Group for Purchasing Consulting Services (EB Consulting)

## 1. Scope

- (1) These Purchasing Terms and Conditions (hereinafter referred to as "**EB Consulting**") shall apply to the purchase of consulting services. The present Purchasing Terms and Conditions shall apply exclusively. Any conflicting or deviating conditions of the Contractor shall not apply, even in the event of unconditional acceptance of the service despite knowledge of such conditions.
- (2) Only orders, calls, contracts, etc. (hereinafter referred to as the "**Order**") and other declarations of intent that are made in writing by a Procurement unit of Deutsche Telekom AG (hereinafter referred to as "**DTAG**") or a company in which DTAG is able to, directly or indirectly, exert more than 20% of the voting rights (hereinafter referred to as "**Group Company**"; any Group Company or DTAG hereinafter referred to as the "**Customer**" respectively) shall be legally valid. The written form requirement in the sense stated above shall also be satisfied by communication methods provided electronically, by fax, e-mail, or electronic communication methods specially provided by the Customer for carrying out purchasing transactions, including full integration, web-based applications, or statements transmitted via the Order Management Tool. An electronic declaration of intent shall be received on the day on which it is available for retrieval by the recipient under his electronic address during normal business hours; otherwise, it shall be received on the next business day. In the event that a special electronic communications method provided by the Customer to carry out purchasing transactions is used, the relevant terms and conditions of use of the Deutsche Telekom Group shall apply to electronic communications methods provided by it (NB e-commerce -see under: [www.telekom.com/en/company/global-procurement](http://www.telekom.com/en/company/global-procurement)).
- (3) If the Customer and the Contractor have concluded a framework agreement that provides for the applicability of these EB Consulting, DTAG and all Group Companies shall be beneficiaries of the framework agreement and thus entitled to place Orders. In the event of an Order, a corresponding contract under the terms and conditions of such framework agreement is concluded directly between the respective Group Company and the Contractor. There is no joint and several liability of DTAG and the Group Companies.

## 2. Subject matter of the contract

The type and content of the contractual services are defined and described in detail in the respective Order.

## 3. Components of the agreement

The following components shall be part of the agreement in the Order set forth below:

- a. The Order
- b. other contractual components specified in the Order (e.g. service description, offer)
- c. The framework agreement, if one exists,
- d. These EB Consulting
- e. The Supplementary Agreement "Sales Agents and Lobbyists", where agreed,
- f. The "DTAG Supplier Code of Conduct" in its most current version (hereinafter referred to as "**Code of Conduct**" or "**ScoC**"; see under [www.telekom.com/en/company/global-procurement](http://www.telekom.com/en/company/global-procurement)).

## 4. Integrity and cooperation/quality management and information security

- (1) The Parties commit to adhere to the applicable law. DTAG has designed core principles and values which demonstrate the Customer's willingness to share its business ethics, the social and environmental commitments with its contractors. Detailed information can be found in the ScoC.
- (2) The Contractor shall comply and shall oblige its sub-suppliers, subcontractors and persons engaged by him (in particular employees and freelancers) and any person under its control to comply with the ScoC. In case of any non-compliance with the principles and obligations of ScoC, the Customer is entitled to request a remedy of such non-compliance without undue delay, including but not limited to an alignment on action plans to remedy the non-compliance. Further, the Customer is entitled to suspend the contractual relationship and fulfillment until the non-compliance is remedied. Further contractual and statutory rights of the Customer shall remain unaffected.
- (3) The Contractor shall take all measures required to avoid and sanction any instance of active or passive corruption, both in the public and private sector.
- (4) The Contractor undertakes to immediately notify the Customer in writing as soon as it becomes aware of any problems relating to compliance with the ScoC within its area of responsibility, and in particular, to avoid anything that may damage the Deutsche Telekom Group's brand image or endanger the reliable provision.
- (5) The Contractor shall be obligated to comply with the security provisions of the Deutsche Telekom Group that apply to it and its vicarious agents, (see under: [www.telekom.com/en/company/global-procurement](http://www.telekom.com/en/company/global-procurement).) and to obligate the persons and/or subcontractors deployed to provide the service to comply with the security provisions accordingly.
- (6) If work is to be performed at the Customer's security-relevant sites, the Contractor shall ensure that only staff who have passed the security check are employed in accordance with the Security Clearance Check Act (*Sicherheitsüberprüfungsgesetz*) in Germany or a comparable security clearance check elsewhere.
- (7) The Contractor shall ensure that both it and its subcontractors comply with the statutory provisions of the German Minimum Wage Act (*Mindestlohngesetz*). In this context, it shall be obligated, for example, to provide proof that the minimum wage is being paid by it and its subcontractors if requested to do so by the Customer in writing. The Contractor shall indemnify the Customer against any and all claims in connection with minimum wage payments; this shall also apply to any fines incurred. It shall also immediately inform the Customer if there are reasons to suspect that it or one of its subcontractors are violating statutory minimum wage requirements.
- (8) The Contractor shall adhere to the Customer's requirements for quality management, environmental protection, and information security. To the extent that this is requested in the specification, the Contractor (i) shall provide evidence of quality management in accordance with DIN EN ISO 9001, TL 9000, or an equivalent quality management system and provide data on the metrics described in the TL 9000 Quality Management System Measurements Handbook or agreed otherwise, (ii) shall provide evidence

of an environmental management system in accordance with DIN EN ISO 14001 or the EC Eco Audit Regulation, and (iii) shall provide evidence of an information security management system in accordance with ISO/IEC 27001 or equivalent.

**5. Independent service provision/residence permit/work permit**

- (1) The Contractor shall provide the contractual services independently and on its own responsibility.
- (2) In principle, the Contractor shall be free to choose the place of performance for providing the contractual services. However, if the project requires the services to be partially performed on the premises of the Customer, the Contractor shall also be prepared to provide the services on the respective premises to the extent required; the parties shall agree on the respective place of performance, taking the project's requirements into account.
- (3) The Contractor shall be solely responsible for issuing instructions to its employees and any subcontractors it deploys. The Contractor shall be free to organize the service provision and the allocation of time for its activities. However, to the extent required by the project, the Contractor shall coordinate with others involved in the project for the purpose of meeting agreed deadlines.
- (4) The Contractor undertakes to independently and properly tax the remuneration received from the Customer in compliance with the relevant tax laws.
- (5) If employees, vicarious agents, and subcontractors are deployed, the Contractor shall ensure that all of the necessary official approvals (e.g., work permit/residence permit) have been obtained. The Contractor shall indemnify the Customer from any legal consequences resulting from failure to comply with this requirement.
- (6) The Contractor shall be fully responsible for the deployment and performance of its staff in connection with the provision of services. When working at the Customer's facilities, the Contractor shall be obligated to ensure that its staff handle the Customer's property with care.
- (7) The Contractor shall be obligated to notify the Customer at any time of the status of the work...
- (8) The Contractor shall only deploy comprehensively and appropriately qualified employees for the fulfillment of its contractual obligations. Upon request, the Contractor shall submit a description of the training and work profiles of the employees deployed or to be deployed, from which their qualifications for the provision of the contractual services can be derived. As far as possible, the same employees shall be deployed for the entire period of service provision. If the client requests it for understandable reasons, the contractor must replace individual employees immediately.
- (9) If, in exceptional cases, a consultant must be substituted, the Contractor shall notify the Customer of a consultant change during the term of the agreement in advance in writing. When consultant changes are made, the project-specific transfer of know-how shall be at the expense of the Contractor.

**6. Scope of service and remuneration**

- (1) Payment shall be made on a time and material basis with a maximum price (total net) or on a fixed price basis. The respective type and rate of remuneration will be determined in the Order.
- (2) The Contractor shall be obligated to immediately notify the Customer's Procurement units, without being asked to do so, if the Contractor or any staff it deploys for the provision of the contractual services (employees or any subcontractors) are simultaneously employed in other parallel projects within the Deutsche Telekom Group during the period of assignment, or if such deployment is being planned. The Contractor shall provide information on all projects, their precise scope, their duration,

the associated SAP order numbers, and the contact person at Deutsche Telekom's end. Should the Contractor not meet this obligation to provide information, the Customer shall expressly reserve the right to arrange for an audit of all payments made by units at the Deutsche Telekom Group for such parallel-running projects and to reclaim payments made in this respect.

- (3) If time units are taken as the basis for invoicing the services actually provided, then proof of these time units must be provided to the Customer. For this purpose, the Contractor shall submit detailed proof relating to the specific services provided and attributable to the named consultants in each case, indicating the respective category of consultant. Remuneration shall be determined on the basis of the proof of performance provided by the Customer.
- (4) The agreed remuneration shall cover all expenses incurred in connection with the provision of the service, in particular services of any subcontractors, all incidental expenses, travel expenses, travel and waiting times.
- (5) Early performance and/or partial performance that has not been contractually agreed shall require the express written consent of the Customer. Any performance effected prior to the agreed date shall not constitute the start of a payment period associated with this date.
- (6) Additional services and expenses that become necessary during the term of agreement and have implications for costs must be agreed between the parties in writing before they are provided, even if they are essential for the performance of the agreement.
- (7) The Contractor shall offer DTAG and its Group Companies its services at the most favorable conditions, which the Contractor shall grant worldwide to DTAG itself and/or to a Group Company for comparable services with regard to quantity, quality, and market conditions. It shall be possible for DTAG and its affiliated companies to exchange relevant information at any time.
- (8) The Customer will not pay the remuneration to third parties or in third countries. Payment in cryptocurrencies is excluded.

**7. Default**

- (1) In the event of default, the statutory provisions shall apply, unless otherwise specified below.
- (2) The Customer shall be in default on payment only if it fails to make the payment following a reminder from the Contractor.
- (3) If a contractual penalty is agreed, the Customer may reserve the right to apply the contractual penalty until the final payment has been made.

**8. Recognition of performance, acceptance**

- (1) The explicit recognition of the contractual services or partial services shall be made by the Customer when the Contractor has provided and documented the contractual services in accordance with the service specifications.
- (2) If specific results are to be delivered, then the services shall only be accepted when the Work Results provided correspond to the agreed requirements.
- (3) Slight defects shall be rectified without delay, provided no new service is required.
- (4) In the event that acceptance is refused, the Contractor shall improve or subsequently provide the outstanding services without delay, at the latest within a reasonable period of time to be determined by the Customer.
- (5) With regard to services that are not considered to be deliverables ("Dienstleistungen"), the Customer shall be expressly entitled, in the event of poor performance, to demand renewed

performance by the Contractor within a reasonable grace period set by the Customer and to reduce the remuneration to be paid for these services accordingly if the renewed performance is delayed or has not been performed in accordance with the contract after the grace period set. Other statutory and contractual rights of the Customer shall remain unaffected.

## 9. Rights of ownership and use

- (1) Notwithstanding the registration of protective rights, the Customer shall be entitled to all rights to any preliminary and final Work Results achieved in the fulfillment of the Order, including any development stages, if any, as well as to any results, works and associated documents derived therefrom, whether in tangible or intangible form (hereinafter collectively referred to as "**Work Results**"), in each case from their creation or, if this is not possible, from the delivery.

With regard to copyrights and ancillary copyrights (hereinafter referred to as "**copyrights**"), the Contractor shall grant the Customer all exclusive, unlimited in time and space, irrevocable rights, which may be transferred and sub-licensed to third parties, in particular to Group Companies, to use and exploit the Work Results in all already existing or future types of use and exploitation and media, in each case from their creation or, if this is not possible, from the delivery.

This includes the free transfer of documentation (in particular manuals, operating instructions, training materials, specifications, programming materials, lists of rights and other documents in connection with the contractual services).

- (2) The Contractor shall inform the Customer without delay of any pre-existing industrial property rights, if any, or industrial property rights acquired independently of the Order which are the sole or joint property of the Contractor (hereinafter collectively referred to as "**Own Industrial Property Rights**"), if and to the extent that these are necessary for the creation, use and/or exploitation of any Work Results, including information on the group of persons entitled to dispose of these rights (documentation). The Customer shall be granted a non-exclusive, unlimited in time and space, irrevocable right, which may be transferred and sub-licensed to third parties, in particular to Group Companies, to use and exploit such Own Industrial Property Rights of the Contractor.

The Contractor shall grant the Customer an exclusive right to use and exploit its own copyrighted works pursuant to section 9 (1) sentence 2; if this is not possible to the Contractor in whole or in part (in particular due to previous license grants), the Contractor shall inform the Customer comprehensively of this circumstance and offer the Customer a corresponding non-exclusive license.

- (3) The right of use and exploitation under this section 9 includes the right to store the Work Results for an unlimited period of time, to reproduce them in whole and/or in part to exploit them, to communicate them to the public and to disseminate them physically and/or digitally in all media. This includes in particular the right to make the Work Results publicly available in the Internet, including in social networks, to publicly reproduce and exhibit them at trade fairs, presentations and in business premises (point of sale), to publish them in print and offline media (CD, DVD, etc.) as well as to use them in databases, and to use and exploit them for follow-up contracts with third parties. Furthermore, the Customer has the right to edit, rearrange, synchronize/subtitle (both in any language), or make screenshots and combine the Work Results in whole or in part with other content.
- (4) The Customer's right to use and exploit the aforementioned rights shall also continue to exist in the event of termination of the relevant Order.
- (5) The Customer shall be solely entitled to register industrial property rights (in particular patents, utility models, trademarks, design rights, database rights, semiconductor topography rights,

know-how, rights to protected information and all similar protected rights, in each case irrespective of whether they have been applied for or registered, as well as other protective rights) to any Work Results worldwide. The Contractor shall support the Customer in the registration of these industrial property rights, in particular by providing and performing all necessary information, powers of attorney, declarations and signatures.

- (6) Any potential remuneration claims of the Contractor and/or the physical or legal persons engaged by the Contractor (in particular employees, subcontractors and freelancers) arising from the aforementioned ownership, use and exploitation rights shall be fully paid-up by the agreed remuneration.
- (7) The Contractor shall obligate all physical or legal persons engaged by him in accordance with the aforementioned provisions.
- (8) If the Contractor uses open source software (hereinafter referred to as "**OSS**") in the performance of the Order, he shall provide to the Customer in good time before the first delivery or provision of services (i) the details of the OSS components used in the Work Results (in particular name and version), (ii) the OSS documentation (in particular copyright notices and license texts), and (iii) the complete corresponding machine-readable source code (in accordance with the applicable OSS license conditions) in a suitable format and free of charge. This shall apply accordingly to updates. With the prior written consent of the Customer, the Contractor may also make the aforementioned information available online via a URL. The Contractor shall ensure that the OSS embedded in or used for the Work Results does not contaminate or infect any other software or industrial property rights of the Client. For the sake of clarity, the Parties agree that clause 11 shall apply to OSS. However, any limitations of liability shall not apply to this section "Open Source Software".

## 10. Third party rights , Indemnification

- (1) If and to the extent that industrial property rights and/or copyrighted works of third parties are necessary for the creation and use or exploitation of the Work Results (hereinafter "**Third-Party Industrial Property Rights**" or "**Third-Party Pre-Existing Works**"), the Contractor shall inform the Customer thereof without delay. If, to the extent and as long as the Contractor is permitted or able to do so (e.g. by granting a sublicense) and if and to the extent the Customer agrees, the Contractor shall provide the Customer with a non-exclusive, unlimited in time and space, irrevocable, right, which may be transferred and sub-licensed to third parties, in particular to Group Companies, to use the necessary Third-Party Industrial Property Rights or Third-Party Pre-Existing Works, including information on the group of persons entitled to dispose of these rights (documentation). If the Customer does not agree and wants an exclusive license, the Contractor shall be obliged to offer an alternative in which the Customer receives all corresponding rights on an exclusive basis. Any claims for remuneration arising from the aforementioned rights of use and exploitation shall be fully paid-up by the agreed remuneration.
- (2) The Contractor guarantees that the Work Results do not infringe any third-party rights (in particular industrial property rights, copyrights, personal rights (including rights to one's own image)) and that such rights do not conflict with the contractual use and exploitation of the Work Results, and that no additional licenses, permissions or consents in connection with third-party rights (including payments to collecting societies and other rights management companies) are required for the contractual use and exploitation of the Work Results, that, inter alia, the owners of the copyrights contained in the Work Results will not assert any existing moral rights (in particular the right to be designated as the author), if and to the extent that this is permissible under the relevant statutory provisions, and that, among other things, the owners of the industrial property rights and copyrights contained in the Work Results will receive or have received appropriate remuneration for their services, also with regard to exploitation in accordance with these EB Consulting.

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**The German version shall prevail.**

In the event of a breach of this guarantee, the Contractor shall indemnify the Customer in accordance with this clause.

- (3) In the event that a third party asserts a claim against the Customer due to an alleged infringement of rights (in particular the alleged infringement of rights to the work results, the alleged infringement of industrial property rights, copyrights, moral rights, rights to one's own image, the alleged inadmissibility of the work results or their presentation under competition law or the other unlawfulness of the work results and due to an alleged inappropriateness of the remuneration received, Section 32a II German Copyrights Act [UrhG], as the case may be by analogy), the Contractor shall fully indemnify and hold harmless the Customer. The Contractor shall provide the Customer with comprehensive support in the defense against the claim, in particular by providing or submitting all necessary information, powers of attorney and declarations without delay. The indemnification shall cover all costs incurred by the Customer as a result of the claim. The indemnification shall not apply if and to the extent that the client makes acknowledgements, concessions or similar declarations to the third party without the prior written consent of the Contractor. Third parties within the meaning of this clause may also be group companies of the Contractor. The Contractor may, with the written consent of the Customer, conduct the legal dispute itself at its own expense. Should an author or the owner of a performance protection right approach the client directly and assert claims under Section 32a (2) UrhG, the Contractor shall also indemnify the Customer against corresponding claims in accordance with this clause.
- (4) Any limitations of liability shall not apply to this clause. Any claims under this clause shall become time-barred at the earliest two years after the Customer has become aware of them.
- (5) For the purposes of the indemnification obligations under this clause, third parties shall, for the avoidance of doubt, also include companies affiliated with the Customer as well as sub-contractors and freelancers.

#### 11. Liability for defects

- (1) The Contractor guarantees that
- (i) the contractual services meet the requirements and are suitable for the purpose intended by the respective Order or, if there is no purpose intended by the Order, for their normal use,
  - (ii) the contractual services, including the media on which the contractual services in question and any Work Results are delivered, are free from defects, and
  - (iii) the contractual services are provided with the care customary in the profession and on the basis of the current state of science and technology and comply with the relevant statutory and contractual requirements and agreed guidelines.
- (2) The Contractor shall in particular be obligated to bear all costs and expenses arising in connection with defects and the remedying thereof. Further statutory claims of the Customer shall remain unaffected.
- (3) If the Customer has unsuccessfully set the Contractor a reasonable deadline for subsequent performance or if subsequent performance has finally failed, the Customer shall be entitled, without prejudice to any other statutory and/or contractual rights,
- (i) depending on the circumstances of the case, withdraw from or terminate the Order concerned in accordance with the statutory provisions and to claim damages in lieu of performance; or
  - (ii) to reduce the remuneration in proportion to the defective part of the contractual services and to claim damages insofar as the damage is not covered by the reduction.

With regard to such contractual performances which are services, the Customer is expressly entitled to demand the renewed fulfillment of the Contractor's obligations within a reasonable grace period set by the Customer and to reduce the remuneration to be paid for these services accordingly if the renewed fulfillment is delayed or has not taken place in accordance with the contract after the grace period set. Other contractual and statutory rights of the Customer shall remain unaffected.

- (4) Unless longer periods are provided by law, the Contractor's claims due to defects of title or guarantee shall be subject to a limitation period of two years from the time a third party asserts a claim for infringement of industrial property rights or any other rights or the Customer becomes aware of the defect of title through other means.
- (5) The period of liability shall be extended by the time the defective service cannot be used for the intended purpose.
- (6) The Contractor undertakes to comply with all legal provisions (in particular criminal and regulatory provisions, data protection or competition law provisions) with regard to the legality of the services and work results and assumes a corresponding guarantee to the Customer in this respect. In the event of a breach of this guarantee, the Contractor shall indemnify the Customer in accordance with clause 10.
- (7) The provisions on third-party rights and indemnification set out in section 10 shall remain unaffected by the provisions of this clause.

#### 12. Ownership of Telekom data, data access and Telekom IPR

- (1) All data and information transferred by the Customer to the Contractor's systems or generated by the Contractor as a result of a data processing operation or otherwise stored in the Contractor's systems as part of the provision of services (hereinafter "**Telekom "data"**") are and shall at all times remain the sole property of the Customer, the Group Companies or customers and shall be treated as confidential information within the meaning of these EB Consulting. The Contractor may use the Telekom Data solely for the purpose of fulfilling its obligations under these EB Consulting and the associated Orders and may not assert any ownership claims or other rights to the Telekom Data. The Contractor undertakes to take appropriate technical and organizational measures to store all Telekom Data securely and to protect it against loss and unauthorized modification, disclosure or access by unauthorized persons.
- (2) Upon request, the Contractor shall return the Telekom Data to the Customer free of charge at any time during and at the end of the contract term in a generally recognized, machine-readable, unencrypted data format (e.g. XML) including the documentation of the data format on a secure communication channel or secure data carrier. After handover at the end of the contract term and written confirmation by the Customer, the Contractor shall destroy all telecom data securely and permanently. Further details may be agreed between the parties in an annex or a provision.
- (3) Any industrial property rights relating to all materials, tools, modules, drawings, models, specifications, software and other information or data supplied or otherwise made available to the Contractor by DTAG and/or its Group Companies (hereinafter "**Deutsche Telekom Industrial Property Rights**"), are and shall at all times remain the sole property of DTAG and/or its Group Companies and the associated items shall be handled carefully by the Contractor at its own risk, kept in good condition and kept in safe custody until they are returned to DTAG and/or its Group Companies. The Contractor undertakes to use Deutsche Telekom Industrial Property Rights only in accordance with the written instructions of DTAG and/or its Group Companies and to use or pass them on exclusively in accordance with these instructions.

- (4) Any potential Work Results and derivative works of the Contractor based on Deutsche Telekom Industrial Property Rights are the property of DTAG and/or its Group Companies. Consequently, only DTAG and/or its Group Companies are entitled to assert industrial property rights to these Work Results and derivative works and to have them protected for themselves. The Contractor is obliged to support DTAG and/or its Group Companies in these proceedings.
- (5) In the event of a disagreement as to whether any Work Results and/or derivative works are based on Deutsche Telekom Industrial Property Rights, both parties shall be obliged to grant the other party an unrestricted right of use in the normal course of business until the dispute has been finally settled. If the Contractor is determined to be the owner of such Work Results and/or derivative works after settlement of the dispute, it shall be obliged to offer DTAG and/or its Group Companies the grant of a non-exclusive, temporally and geographically unrestricted, irrevocable, transferable and sub-licensable right of use to Group Companies on fair, reasonable and non-discriminatory terms (FRAND).

Notwithstanding the foregoing, any rights granted to the Customer under clause 8 shall remain unaffected.

### 13. Confidentiality, data protection, Protection of Professional Secrets

- (1) All information disclosed by either party under these EB, any project contracts, purchase orders, requests for proposals or other related discussions/writings, whether written or in any other tangible form, or whether oral or visual, and whether or not it is labeled or identified as "confidential", shall be deemed confidential and proprietary (hereinafter referred to as "**Confidential Information**") unless it is specifically designated as non-confidential at the time of disclosure or is clearly non-confidential by its nature, such as, for example B.:
- (i) Information that was already known to the recipient before it was communicated by the disclosing party without an obligation of confidentiality;
  - (ii) information that was already known to the public at the time of its disclosure or that became known to the public after its disclosure without being the result of a breach of an obligation of confidentiality by the recipient or a third party;
  - (iii) information received in good faith by a party from a third party who is not itself under an obligation of confidentiality to the disclosing party in connection with the information in question.
- (2) The recipient is entitled to use, have used and disclose the non-confidential information to others without restriction, whereby the provisions contained in this section shall not be deemed to grant the recipient a license or other industrial property rights. If only part of the information falls under at least one of the above exceptions, the remaining information shall remain subject to the confidentiality obligations. This confidentiality obligation does not apply within the Deutsche Telekom Group.
- (3) If disclosure of Confidential Information is required by any regulation, court, law, government, agency or political subdivision having jurisdiction, the receiving Party shall (a) notify the disclosing Party to the extent legally possible and as soon as it is aware that such disclosure is required, and (b) give the disclosing Party an opportunity to consider the need for such disclosure and to consent to it or to take legal action to prevent the disclosure. However, in no event shall the disclosure of Confidential Information to a requesting authority as described above constitute a breach of the confidentiality obligation under this Agreement. Furthermore, the disclosing party shall not be responsible in any way for the use of the confidential information by the requesting authority as described above.
- (4) The Recipient shall not be permitted to disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party and shall keep the Confidential Information under conditions no less stringent than those applied to its own confidential information of similar sensitivity and shall in any event take reasonable precautions for its safekeeping. The recipient must ensure that third parties cannot gain unauthorized access to this information. Affiliated companies within the meaning of Sections 15 et seq. AktG (hereinafter referred to as "**Affiliated Companies**") are not considered third parties in this respect, but are nevertheless obliged to maintain confidentiality, as agreed here. The parties are entitled to disclose the Confidential Information to their employees, representatives, contractors, consultants and companies affiliated with the Contractor to the extent necessary for the fulfillment of the Order and if the party disclosing the Confidential Information has concluded a contract with the aforementioned persons which contains the same confidentiality provisions as those contained in this contract and if it provides corresponding proof of this at the request of the other party. Group Companies are not considered third parties in this respect, but are nevertheless obliged to maintain confidentiality in accordance with this Agreement. The party disclosing the Confidential Information as described above shall be liable to the other party for any breach of the confidentiality obligations by the aforementioned persons, including the Group Companies.
- (5) Publications by the Contractor or Affiliated Companies of the Contractor relating to or in connection with the subject matter of the contract require the written consent of DTAG or the Customer.
- (6) The Contractor shall also be responsible for compliance with the aforementioned obligations to maintain confidentiality if the Contractor becomes aware of security errors or risks on the business premises of DTAG or its Group Companies; in this case, the Contractor shall be obliged to inform DTAG or its Group Companies immediately.
- (7) The recipient warrants that it will return or destroy or delete any written or otherwise recorded Confidential Information received from the other party, including any copies, to the other party upon termination of the respective Agreement or earlier upon written request by the disclosing party. The party requesting that all written information be returned, destroyed or deleted shall be provided with a certification that all such information has been returned, destroyed or deleted. However, the parties acknowledge that the Confidential Information may be copied by the recipient as part of its archiving and backup procedures.
- (8) Notwithstanding the foregoing provisions, DTAG and/or its Group Companies shall be entitled to make the specifications (including the Confidential Information contained in these EB Consulting) available to third parties commissioned by DTAG and/or its Group Companies in order to realize, manufacture or provide the products and services based on such information or to use them in connection with the contractual services based on such information. In addition, DTAG and its Group Companies are entitled to disclose selected provisions of the contract to third parties as long as the identity of the Contractor is not disclosed.
- (9) This obligation shall remain in force for a period of five (5) years after termination or expiry of the respective contract.
- (10) The Contractor undertakes to maintain telecommunications secrecy, the provisions of data protection and, in particular, the protection of personal data. In the event that the Contractor processes personal data on behalf of the Customer, the Contractor undertakes to conclude an order processing agreement with the Customer in accordance with the Customer's current template.
- (11) In the event that the Contractor provides services for the Client vis-à-vis professional secrecy holders ("Berufsgeheimnis-

träger"), the Contractor must comply with the "Obligation to protect secrets in accordance with Section 203 StGB" (see at: [www.telekom.com/de/konzern/einkauf](http://www.telekom.com/de/konzern/einkauf)).

- (12) The Contractor shall be responsible for obliging all persons involved in the provision of services accordingly in writing.
- (13) The naming of the Customer as a reference and the use of the Customer's logo shall require the prior express and written approval of the Customer. Any permission granted shall be valid until revoked. Revocation by the Customer is possible at any time without notice and without giving reasons.
- (14) The Contractor undertakes to expressly inform the employees, vicarious agents and subcontractors employed by him that the Customer may collect and process the following personal data about them for the purpose of ensuring compliance with statutory provisions and his legitimate business interests: Title, surname, first name, date of birth, street, zip code, city, country. The following additional information may be collected for employees, vicarious agents and subcontractors who require a work permit or residence permit to take up employment in Germany under applicable German and European law: Period of validity of the work permit and/or residence permit, restriction of weekly working hours according to work permit, restriction of work location according to work permit, restriction of activity/function according to work permit.

#### **14. Termination, rescission**

- (1) The Customer shall have the right to terminate the agreement, in part or in full, at any time without indicating the reasons by giving 14 calendar days' notice. The agreement shall be terminated, in particular, if the Customer concludes that the consulting objective cannot be achieved.
- (2) The Work Results achieved up until the point of termination shall be documented and handed over to the Customer with all documentation.
- (3) In the event of termination, the remuneration for the result achieved up to the termination shall be measured against the required end result; it shall not exceed, however, the extent of the useful, proven services actually provided up to the point of termination.
- (4) The right to terminate the agreement for good cause shall remain unaffected.

Either party shall be entitled to terminate the agreement for good cause or to rescind the agreement in particular

- a. if an application to initiate insolvency proceedings in respect of a party's assets has been filed;
- b. if the other party has suspended payments on a permanent basis;
- c. if the other party ceases its business operations or the portion of its business operations that applies to the contractual services;
- d. or if an event occurs that corresponds to the aforementioned situations under the laws in effect at the affected party's place of business.

The Customer shall also be entitled to terminate the agreement for good cause if the Contractor (and/or its subcontractors) do not meet the requirements of the German Minimum Wage Act.

#### **15. Representation**

- (1) The Contractor shall observe the rights and interests of the Customer within the scope of the services to be provided by it. The Contractor shall not be entitled to represent the Customer to third parties in legal transactions or to pose as the Customer's representative.
- (2) The Contractor shall indemnify the Customer against all claims that may arise from any breach of the agreement, in accordance with the principles of apparent authority.

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#### **16. Performance of the agreement by third parties**

- (1) The use of third parties as subcontractors (including external consultants and freelancers as well as affiliated companies of the Contractor) shall require the prior written consent of the Customer, which may be refused without stating reasons. The Customer's consent to a subcontractor does not in any way imply permission for the subcontractor concerned to use subcontractors. Each further subcontracting stage requires the consent of the client. In all other respects, the provisions of this clause 16 shall apply accordingly to further additional subcontracting stages.
- (2) If the Customer grants its consent, the Contractor shall ensure that all subcontracts awarded under the relevant Order are organized in such a manner that the Contractor is fully able to meet its obligations toward the Customer.
- (3) Irrespective of which natural or legal person actually performs the contractually owed services, the Contractor is always the responsible contracting party in relation to the Customer. An Order does not constitute an employment contract between the Customer and a person employed by the Contractor or a subcontractor. The Contractor shall also not be released from its obligations to the Customer by the fact that the Customer receives information about the subcontractor or the Customer gives its consent.
- (4) The Contractor's liability shall remain unaffected by the subcontracting, by the information on the structure of the subcontracting relationship, or by the consent thereto by the Customer.

#### **17. Ban on deployment**

- (1) Contractor's attention is expressly drawn to the fact that it is strictly forbidden for civil servants who left the Deutsche Telekom Group by taking early retirement to perform any further work for the Deutsche Telekom Group, either directly or indirectly. This shall also apply, in principle, to former employees of the Deutsche Telekom Group for a period of 15 months after leaving the company, if they have received severance payment in connection with termination of employment. In addition, if in the specific instance the Customer's procurement department has not issued in advance a written exclusion, a general deployment ban shall exist for current employees of the Deutsche Telekom Group.
- (2) Against this background, the Contractor, in turn, shall undertake to ensure that in providing its service to the Customer, the retired civil servants stated in number 15 (1) or personnel as defined by number 15 (1), sentence 3 shall not be deployed as employees or temporary workers or as subcontracted work or service providers or in any other way, and none of the former employees specified in number 15 (1) are deployed as subcontracted work or service providers or as temporary workers lent to units of the Deutsche Telekom Group.
- (3) If the Contractor violates the provisions of section 17, the Customer shall be entitled to terminate the agreement for good cause. The Customer also expressly reserves the right to assert damage claims due to such violation.

#### **18. Invoices, terms of payment, taxes**

- (1) Invoices shall be submitted after the service has been provided in full, unless the parties have expressly agreed otherwise.
- (2) Invoices shall be sent exclusively to the invoice address specified in the Order.
- (3) The Contractor shall submit a verifiable invoice of its services. For each Order a separate invoice is required. Collective invoices which refer to various Orders are not permitted. In particular, invoice line items must match Order items. As a rule upfront and partial invoices are not allowed. If in an Order partial settlement is agreed, the upfront, partial, partial final and final

invoice are to be marked as such and listed individually in numbered sequence. The invoice shall contain the unit placing the Order, the Order number, the recipient of the service and the proof of performance. The invoice shall be in accordance with § 14 of the German Value Added Tax Act (*Umsatzsteuergesetz – UStG*). If the invoice does not comply with the aforementioned requirements, the Customer reserves the right to return the outstanding invoice in order for the Contractor to complete or correct it. In such a case, the payment term shall begin only after the completed or corrected invoice has been received. Even if the Customer does not make use of the aforementioned proviso, it shall not be responsible for any delay in payment. The invoice with the address given in the Order shall not be issued before the day on which the service is rendered in accordance with the agreement.

- (4) Amendments and supplements to the agreement are to be clearly indicated on the invoice and shall only be paid for if agreed upon in writing before being carried out.
- (5) The prices agreed are net prices. If applicable, value added tax to the statutory amount shall be added.
- (6) The invoice shall not be paid before the service has been provided. The payment period shall be 30 days, net. The payment period shall commence on the first day after receipt of the verifiable invoice which meets the requirements of this number 16, but not before performance/acceptance of the service. A 3% discount shall be applied if payment is made within 14 calendar days from the commencement of the payment period.
- (7) The unconditional payment of the invoiced amount by the Customer shall not constitute recognition of the Contractor's service as being in accordance with the agreement.
- (8) If a credit procedure has been agreed, the following provisions shall apply in deviation from or in addition to the provisions of this number 16:

The Customer effects payment without the Contractor submitting invoices. The payment period shall commence when the Customer has finished entering the data, but no later than three working days after submission of the delivery note/proof of performance and not before fulfillment/acceptance of the service.

The service shall be billed on the basis of the delivery note/proof of performance. The Contractor shall receive a credit note from the Customer on a monthly basis by the third working day of the following month as proof of the services recorded by the Customer electronically. The credit note shall show the services according to type and quantity, as well as the net prices, the value added tax rate, the value added tax amount, and the total amount for each delivery note/proof of performance.

- (9) The liability for value added tax shall pass to the Customer if the Contractor is not a German company and the services or the work performed by the Contractor is taxable in Germany (§ 13b UStG [German Value Added Tax Act]). In this case, the Contractor shall not itemize German value added tax on the invoice for these services. If the Contractor brings items from a third country to Germany in order to provide the aforementioned services or work and if in this connection taxes on imports are levied, these taxes shall be borne by the Contractor.
- (10) The Customer may deduct any withholding taxes which may possibly accrue from the price to be paid and pay them to the fiscal authorities for account of the Contractor unless a valid certificate of exemption is provided by the Contractor.

#### **19. Assignment of claims**

- (1) The Contractor's claims against the Customer may be assigned only with the express written consent of the Customer's contracting unit. § 354a of the German Commercial Code (*Handelsgesetzbuch – HGB*) shall apply if the transaction is a commercial transaction for both parties.

- (2) The Customer shall be entitled to assign the rights and obligations arising from the agreement collectively or individually to each Group Company. This shall not require the Contractor's consent.

#### **20. Offset**

- (1) The Contractor has no rights of retention insofar as they are based on counterclaims resulting from other legal transactions with the Customer. The Contractor shall have no right of retention with regard to its contractual obligations or with regard to property, data or rights belonging to the Customer or its Group Companies.
- (2) The Contractor may only offset such claims which are undisputed or recognized by final and binding judgment.

#### **21. Foreign trade provisions**

- (1) The Contractor undertakes to obtain all approvals required in accordance with export provisions for cross-border provision of services on its own responsibility and at its own costs, and to comply with all relevant laws and provisions.
- (2) Where the Contractor has obtained services either wholly or partially from third parties, it shall guarantee that they have been obtained from secure sources, and exported, imported, or provided observing and complying with the export and other relevant legal provisions of the country of manufacture/dispatch.
- (3) In the event of a violation of applicable foreign trade provisions by the Contractor, the Contractor shall indemnify and hold DTAG or the Customer harmless from all fines, orders and related costs.

#### **22. Final provisions**

- (1) The place of performance shall be the place of receipt indicated by the Customer.
- (2) The law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and standards that reference other laws.
- (3) The place of jurisdiction shall be the Customer's principal place of business. The Customer shall, however, also be entitled to have recourse to the court with jurisdiction at the Contractor's principal place of business.
- (4) In the event of legal invalidity of individual items of the agreement, the remaining items shall remain binding. However, this shall not apply if adherence to the agreement would constitute an unreasonable hardship for one party.