

Integrity and Cooperation Clause

1. The Contractor and Customer agree to take all necessary and reasonable steps within their scope of business and area of responsibility to avoid and defend against serious violations of obligations in or in connection with the initiation, placement and execution of orders. In principle, a serious violation of obligations involves any intentional action or failure to act which violates an obligation and which causes or may cause the Customer to suffer tangible or intangible losses (for example, fraud, disloyalty or misappropriation).

Regardless of whether the Customer suffers a loss, a serious violation of obligations for the purpose of this provision has occurred, in particular, if

- members of executive bodies, members of the Management Board or other employees of the Customer or its affiliated companies—regardless of the legal nature of their terms of employment—who are responsible for the initiation, placement or execution of orders or are involved therein in a position of responsibility;
- individuals who work for the Customer or for a company hired by the Customer in or in connection with the initiation, placement or execution of orders (subcontractors, consultants, project managers, etc.) without being employed by the Customer,
- holders of public office in Germany or other countries, elected representatives, members of legislative, executive or judicial bodies, members of political parties or organizations, members or employees of national or international organizations or individuals vested with sovereign powers or who perform sovereign duties,

are offered, promised or granted advantages (gifts, invitations, commissions, honoraria, rebates, discounts, etc.), for themselves or for a third party, in or in connection with the initiation, placement and execution of orders, if and to the extent that these advantages are intended or suitable, based on the object, type and scope of the advantage, to unfairly influence the services of these individuals.

Furthermore, regardless of whether the Customer suffers a loss, any intentional violation of legal regulations aimed at protecting free and fair competition, protection of trade secrets as well as protection of copyrights and industrial property rights of the Customer, such violation being committed in or in connection with the initiation, placement and execution of orders, constitutes a serious violation of obligations for the purpose of this provision.

2. If members of executive bodies, members of the Management Board, other employees of the Contractor, subcontractors of the Contractor or other third parties who work for the Contractor or for a company hired by the Contractor under the Agreement between the Customer and the Contractor violate an obligation pursuant to Paragraph 1 in or in connection with the initiation, placement or execution of an order, the Contractor shall pay a penalty to the Customer. This penalty shall be 10% of the gross order value, but not less than €10,000.00. The penalty shall be without prejudice to the Customer's claim against the Contractor for compensation of the loss suffered by the Customer as a result of a violation of obligations pursuant to Paragraph 1. The Customer has the right to issue an invoice for contractual penalty without undue delay after breach of such contractual obligation. The invoice for contractual penalty is due within 14 days after invoice issue date.

A penalty under this stipulation shall not be imposed if a violation of

obligations pursuant to Paragraph 1 was committed by a subcontractor of the Contractor, the selection of the subcontractor was required by the Customer, and the members of executive bodies, members of the Management Board or other employees of the Contractor were not involved in or had no knowledge of the violation of obligations.

3. If the individuals/companies specified in Paragraph 2 violate obligations pursuant to Paragraph 1 in or in connection with the initiation, placement and execution of orders, the Customer shall be entitled to terminate the Agreement without notice for good cause.

In the case of orders placed by Deutsche Telekom and its affiliated companies, the Contractor shall, in principle, also be excluded from participation in competition and the placement of orders for a period of 4 months to three years. In particularly serious cases, the ban may be extended to up to seven years. The Contractor may be excluded from participation in competition and placement of orders if there is a probable cause to suspect a violation of obligations pursuant to Paragraph 1.

4. The Contractor agrees to cooperate in defending against and identifying possible violations of obligations pursuant to Paragraph 1. In particular, the Contractor agrees to provide the Customer with information available within his scope of business and area of responsibility which is needed for identifying the problem, or to make such information accessible to the Customer, if there are sufficient preliminary grounds for believing (preliminary suspicion of a violation) that a violation of obligations pursuant to Paragraph 1 has occurred. If the protection of the Contractor's trade secrets prevents this information from being handed over or communicated to the Customer, the Contractor agrees to provide the information or make it accessible to a third party selected by the Customer who is bound by a professional duty of secrecy (for example, an auditor, tax consultant or attorney-at-law).
5. If the Contractor becomes aware of facts which provide grounds to suspect that a violation of obligations pursuant to Paragraph 1 has occurred within the Customer's scope of business and area of responsibility, he shall notify the Customer thereof without undue delay. In particular, this applies to cases in which the individuals mentioned in Paragraph 1 request advantages of the type specified in Paragraph 1 for their services, either for themselves or for a third party, or have demonstrated their willingness to allow themselves to be influenced by the granting of such advantages in the performance of their services in or in connection with the initiation, placement and execution of orders. Information or reports pursuant to Sentence 1 may be provided confidentially or anonymously through the reporting channels indicated on the code of conduct violations portal of Deutsche Telekom (www.telekom.com/ethicsline).
6. If the Contractor violates the obligations incumbent upon him pursuant to Paragraph 4 or Paragraph 5, the Customer shall be entitled to withdraw from the Agreement. This shall not preclude the Customer's right to demand damage compensation from the Contractor. In addition, statutory provisions shall apply.
7. The Contractor also agrees to comply with the principles of the Customer's code of conduct, including its social charter. The code of conduct and social charter shall be provided to the Contractor on request. Paragraph 5, Sentences 1 and 3, apply correspondingly if violations of the code of conduct are suspect.