Terms and Conditions for International Deutsche Telekom Group-Internal People Business

1. **Scope**
   General conditions applicable to all group internal, cross-border people business service relationships. This includes, but is not limited to, International Internal Services (IIS), and Shoring.

2. **Components of the agreement**
   The following components shall be part of the agreement in the order set forth below:
   a. The Order
   b. The service specifications as stipulated in a service agreement
   c. The framework / umbrella agreement
   d. These general conditions

3. **Compliance and collaboration / quality management**
   The following main prerequisites must be adhered to by both parties to assure that labor-law, tax and social security risks are minimized, and compliant (service-) contracts are executed.

   (1) Relating to the Service Agreement and / or Purchase Order:
   - Specific tasks must be defined.
   - The naming of individual persons providing the services is not allowed.

   (2) Relating to the service providing entity:
   - All disciplinary tasks for deployed staff remain at the providing entity (e.g. working time, application for leave, sick certificate, salary review, target setting process etc.).
   - The providing entity is solely responsible for the selection as well as the replacement of deployed staff.
   - In principle the providing entity provides any working equipment to the deployed staff.
   - Total duration of business trips of the deployed staff to the country of the receiving entity should be significantly less than 3 months per year and not exceed one week per trip.
   - The providing entity bears any risks related to quality and time of service provision and has the responsibility for the deployed staff's performance.

   (3) Relating to the service receiving entity:
   - Deployed staff providing the service should only be given tasks that were previously laid down in the service agreement or purchase order.
   - Only functional steering can be applied by the receiving entity (e. g. via daily).
   - Possible procedures in this respect include:
     - Technical instructions as to what task is to be implemented, but not as to how the task is to be implemented.
     - Detailed description of the service to be provided according to type, scope, quality and, if applicable, time (deadlines, etc.) and location.
     - Technical and functional coordination of the required services, clarification of dependencies and success criteria.
     - Acceptance of the independently performed services / developed results.
   - The receiving entity is responsible to give feedback on the provision of the service to the service provider's disciplinary manager / service responsible unit.

   (4) Relating to the deployed staff providing the services:
   - Deployed staff have an employment contract with the providing company.
   - Therefore, only the company guidelines of the providing entity are applicable for said staff (e. g. collective agreement, company-car policy, pension plans)
   - In principle the staff should perform their services from the country of the providing entity.
   - Deployed staff should always be clearly assigned to the providing entity (e.g. HR organization, people@telekom, firm/ address, letterhead, e-mail signature, business cards).
   - If needed, said staff can appear on organizational charts of the receiving entity as long as they are marked as employees from the providing entity (e. g. with a suffix 'IIS'). When designing the organizational chart, it is important to indicate that it depicts a functional organization. In addition, a due date should be specified on the organizational chart, in order to underline its temporary nature.
   - Deployed staff providing cross-border services are not allowed to obtain procuration / power of attorney for the receiving entity.
   - Service providing staff deployed by the providing entity are not allowed to take over the role of a disciplinary manager within the receiving entity, but they can act as a functional manager within the receiving entity.
   - The aforementioned disciplinary managerial tasks, that must not be performed by deployed persons, include, but are not

limited to, the following: Granting of leave; Salary negotiations; Ordering overtime; Agreeing on part-time work; Deciding on working hours; Deciding on place of work / relocation; Deciding on career path / promotion; Performance appraisal for variable remuneration or for interim references; Responsibility for receiving declarations relevant to the employment contract (requests for parental leave, sick leave, etc.).

- In addition to this, there are typical, detailed technical instructions, which are directly linked to the employer's right of determining the content of the work performed. These may only be executed by the respective employer and therefore must also not be performed by the deployed persons. Such instructions usually refer to the following:
  - Direct and detailed specifications on the content and performance of the work, on work procedures and the manner of performance.
  - Unilateral determination of work equipment and material.
  - Controls / reporting obligations on the work process, on progress and intermediate results, possibly linked to further specifications on the content or procedure of the service provision until the acceptance of the results.

(5) If these guidelines for virtual collaboration between providing entity, receiving entity and deployed staff providing the services are adhered to, the following collaborations between employees of the providing and receiving entity are allowed:

- Collaborating in any working method that suits the service (waterfall or agile).
- Setting up a mixed project group, consisting of colleagues from the providing, the receiving or any third group company.
- Communication directly between individual team members; no need to communicate via specific roles (e. g. the SPOC).
- Executing as many joint meetings and workshops as needed so long as they are executed virtually.
- Adapting the specific tasks flexibly, changing tasks between members of the project group – as long as tasks by the service providing staff are covered by the ordered skills.
- Giving functional tasks by the functional manager of the receiving entity
- Maintaining one backlog for all mixed agile team members
- Working together and creating joint work results (also in the way of pair programming if working agile) between service providing team members and team members from the receiving entity.

4. Scope of service and remuneration

(1) The scope of the services as well as the type and rate of remuneration will be determined in the Order.

(2) All services rendered by the providing entity should be paid at market price (incl. mark-up) by the receiving entity.

(3) The wages of the deployed staff providing the service are included as one of the various components in the price calculation of the providing entity, and this salary data must not be shared between providing and receiving entity.

(4) Reference is made in the invoice to the services provided only, no names of individuals providing those services are allowed.

5. Recognition of performance, acceptance

The service receiving entity shall recognize the services or partial services when the service providing entity has provided and documented the services in accordance with the service specifications.

6. Confidentiality, protection of professional secrets, data protection

(1) Both parties hereto undertake to treat as confidential all information from the business of the other party which they become aware of through the business relationship, and which is not generally available; such information shall not be used for their own or third parties' purposes.

(2) The service providing entity undertakes to maintain telecommunications secrecy.

(3) If the service providing entity provides its services for the service receiving entity vis-à-vis a person subject to a legal obligation of professional secrecy ("Berufsgeheimnisträger"), the service providing entity shall observe the "Obligation to protect confidential information pursuant to section 203 StGB (German Criminal Code)" (under www.telekom.com/en/company/global-procurement).

(4) Each Party warrants to the other that it shall duly observe its obligations under all applicable data protection legislation.

(5) Each Party shall inform the other Party of any mandatory requirements under the data protection legislation of its jurisdiction and, where necessary, instruct the other Party on how to comply with such requirements.

(6) The Parties agree to enter into any agreement necessary to comply with mandatory data protection legislation.

(7) The service providing entity undertakes to explicitly inform its staff, agents, and subcontractors that the service receiving entity may collect and process the personal data on them for the purposes of guaranteeing statutory regulations and its legitimate interests (except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data). It is the legitimate interest of the contracting parties (Art. 6 para.1f GDPR) that employee data can be exchanged even if it is not directly necessary for the performance of the employment relationship but necessary for effectively managing the service relationship. Legitimate interests can stem from both general economic considerations, as well as from the specific service agreement (e.g. execution of functional tasks as described under section 3). Such data usually consists of, but is not limited to, title, surname, first name, date of birth, street, zip code, city, and country of residence, skill, level of experience, availability of staff to provide the services.

7. Performance of the agreement by third parties (group externals)

Should external contractors (not employees of the Group) provide the contracted services, the following applies:

- The supplier bears the ultimate responsibility for the lawful deployment of external contractors and is obligated to inform the service recipient if they are using external contractors.
- The service recipient supports in ensuring the lawful deployment of externals.
- The locally valid External Workforce Processes are adhered to by both the supplier and the service recipient.

8. Ban on deployment

(1) The service providing entity'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 a severance payment in connection with termination of employment.

(2) Against this background, the service providing entity, in turn, shall undertake to ensure that in providing its service to the service receiving entity, the retired civil servants above or personnel as defined above, shall not be deployed as service providers in the context of international group internal services.

(3) If the service providing entity violates these provisions, the service receiving entity shall be entitled to terminate the agreement for good cause. The service receiving entity also expressly reserves the right to assert damage claims due to such violation.

9. Foreign trade regulations

(1) The service providing entity undertakes to obtain all approvals required in accordance with export regulations for cross-border provision of services on its own responsibility and at its own costs, and to comply with all relevant laws and regulations.

(2) Where the service providing entity 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 regulations of the country of manufacture/dispatch.