



## **Supplemental Agreement for Sales Agents and Lobbyists**

Supplemental Agreement for contractors who directly or indirectly support companies of Deutsche Telekom Group

- in the sales of products and services or
- in dealing with governments, authorities, or other members of the public sector

(Sales Agents and Lobbyists).

In addition to the Procurement Terms and Conditions of Deutsche Telekom for the purchasing of Consultancy Services of Deutsche Telekom Group (EB Consulting), the following special regulations apply to the above-mentioned contractors:

1. The contractor ensures compliance with applicable law in the execution of the contract.
2. The contractor is aware that corruption is subject to criminal sanctions. The consultant therefore ensures that they will comply with all applicable anti-corruption laws and prohibitions according to both, domestic and foreign legislation.
3. The contractor particularly ensures that they will not misuse the remuneration, either in whole or in part, directly or through third parties, to directly or indirectly unduly influence public sector members or employees or agents of (potential) business partner companies, and that they will not use the remuneration for illegal purposes.
4. The contractor ensures that they will not demand or accept any undue advantages from third parties.
5. The contractor further ensures that all natural persons involved in the contract are or will be obligated to comply with the anti-corruption prohibitions of this supplemental agreement.
6. Cash payments as well as transfers of remuneration to accounts in a country different from the seat of the consultant's place of business or to accounts belonging to third parties, who are not contractual parties, are excluded.
7. The payment of remuneration is dependent on proper invoicing, including complete documentation of services and acceptance by the client. The contractually agreed payment settles all obligations arising from the contract.
8. The contractor ensures that they have disclosed or will promptly disclose any potential conflicts of interest related to the execution of the contract to the client as soon as a conflict of interest appears possible.
9. In addition to the general proof obligations under EB Consulting (especially Section 6 Paragraph 3 EB Consulting), the contractor is obligated to provide regular written information about their



activities and work results.

10. In connection with the execution of the order the contractor may only cover travel expenses and other expenses of public officials and members of the public sector with prior written approval from the client. The same applies to hospitality invitations that exceed a socially appropriate framework and to gifts of more than minor value to public officials and members of the public sector.
11. If the contractor represents the client's interests to representatives of politics, governments, the respective ministries, and commissions, they ensure compliance with the applicable statutory provisions on transparency of political lobbying. This also includes the respective statutory codes. In the event of the provision of lobbying activities, the contractor commits to ensuring a valid and complete entry in the relevant transparency registers according to the applicable legal requirements and to provide proof of this for the duration of the contractual relationship.
12. In the event of a justified suspicion of corruption, the contractor must grant the client, or an auditor appointed by the client, access to all information related to the suspicion of corruption and the execution of the contract. The contractor ensures that this right of the client is enforceable against all subcontractors engaged by the contractor.
13. In the event of a justified suspicion of corruption or violation of legal requirements for integrity in interest representation, the client has the right to extraordinary termination.
14. In the event of the realization of a corruption offense in connection with the execution of the contract, the contractor is obligated to fully repay the remuneration and to pay damages.
15. The engagement of subcontractors to fulfill the contractual obligations requires the prior written consent of the client. The regulations of EB Consulting and this supplemental agreement apply accordingly.