Supplier Code of Conduct

Introduction

Deutsche Telekom AG and its affiliates ("DTAG") act in accordance with its

- „Code of Conduct" available on https://www.telekom.com/en/about-us/compliance/code-of-conduct,
- "Code of Human Rights" available on https://www.telekom.com/en/responsibility/social-responsibility/human-rights/human-rights-documents
  and its
- AI Guidelines (Artificial Intelligence) available on https://www.telekom.com/en/newsroom/topichubs/technology-and-innovation/ai/guidelines-forartificial-intelligence.

Based on DTAG core values addressing business ethics, Human rights and environmental commitments, DTAG requires the Supplier to adhere to the hereafter listed Principles (as defined below) which will be attached to the contract entered between them (the "Contract"). The Supplier shall implement these Principles through their whole supply chain. This Supplier Code of Conduct is not intended to replace the laws and regulations in force in any country where DTAG Suppliers operate. It seeks to encourage and respect these laws and regulations and ensure that they are faithfully and effectively enforced.

The Principles

1. Essential contractual obligations

The Parties agree that the compliance with this Supplier Code of Conduct ("SCoC") is an essential contractual obligation under the Contract. The Supplier shall use reasonable efforts to also obligate their sub-suppliers, contractors and/or subcontractors (herein after referred to as "Subcontractors") and its affiliated companies to comply with the Principles of this SCoC insofar as they are involved in provisioning the contractually agreed deliverables and services under the Contract. The Supplier may oblige its Subcontractors to comply with its own code of conduct, provided that the content of this code of conduct corresponds to the principles of this SCoC.

2. Relationship with National and International Law

In addition to complying with the following provisions as detailed in Sections 3 to 6 below, the Supplier shall always comply with applicable laws, regulatory provisions and the contractual obligations as agreed between the Supplier and DTAG ("the Parties"). This shall include the US Foreign Corrupt Practices Act and the UK Bribery Act where applicable. Furthermore, the Supplier shall adhere to any international trade sanctions (including embargoes) which shall include any sanctions that may be in force as a result of a resolution passed pursuant to Chapter VII of the UN Charter by the UN Security Council, and any sanction that may have been imposed by the European Union.

3. Underlying Principles

The Supplier shall respect internationally acknowledged human rights and shall avoid being complicit in human rights abuses of any kind. The basis for this is the expectation on suppliers as published in DTAG's "Code of Human Rights". The Supplier shall respect in particular the personal dignity, privacy and rights of each individual. Slavery in all forms is forbidden. Furthermore, the Supplier shall adhere to all standards and conventions drawn up by the International Labour Organization (ILO).

4. Human Rights and Fair Labor Practices

DTAG expects all its Suppliers without limitation to

(1) comply fully with all employment laws in the respective countries,
(2) share its commitment to respect all human rights as outlined in Section 3 and to provide equal opportunity in the workplace as set forth in the UN Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the UN Global Compact Principles and the ILO Core Labour Standards, and
(3) take effective measures to remedy human rights abuse of any kind and fair labor violations, including the disclosure of any and all potential violations, and
(4) cooperate fully in investigations into such happened or alleged violations of the aforementioned principles, standards and conventions.

4.1 Freedom of Association and Right to Collective Bargaining

The Supplier must respect workers' rights to freedom of association, collective bargaining, and peaceful assembly including the right to refrain from such activities in accordance with local legal requirements and responsibilities as well as international standards such as International Labour Organization standards, whichever are stricter. Workers should not be intimidated, harassed or face reprisal for exercising this right. When local laws or circumstances restrict these rights, the Supplier should pursue other ways of engaging in meaningful dialogue with its workers on employment issues and workplace concerns.

4.2 Child Labor

Child labour must not be used or supported in any kind and is strictly prohibited under any circumstance. DTAG will not do business with any Supplier that violates such child

labour prevention requirements either directly or indirectly. The Supplier is mandatorily required to meet and comply with particularly the two fundamental ILO Conventions on child labour - Convention No.138 on Minimum Age and Convention No. 182 on the Worst Forms of Child Labour. The Supplier must not employ anyone under the age of 15, under the age for completing compulsory education, or under the legal minimum working age for employment, whichever requirement is most restrictive. The Supplier is required to have a remediation plan in place to ensure that, in the event of any child labour detected, the Supplier must cure such event and follow international standards or local legal requirements without undue delay. DTAG supports all forms of legal youth employment, including the development of legitimate workplace apprenticeship programs for the educational benefit of young people. The Supplier must prohibit workers who are under the age of 18 from performing work that is likely to jeopardize their health or safety such as night work, overtime, heavy lifting and working with toxic or hazardous materials.

4.3 Diversity and Non-Discrimination

The Supplier shall prohibit and fight negative discrimination based on ethnic origin, colour, sex, sexual orientation, language, religion or belief, political or other opinion, national or social origin, property, birth age, health status, disability or other status, and shall promote diversity, equality of opportunity or treatment in employment and occupation. This also includes the payment of unequal remuneration for work of equal value. The Supplier shall treat all employees with respect and shall not use corporal punishment, mental or physical coercion, any form of abuse or harassment or threat of such treatment.

4.4 Remuneration and Prohibition of Forced Labour

The Supplier must provide fair remuneration for all employees and workers, including, but not limited to employees who are permanent, temporary, dispatched, disabled, migrant workers, apprentices, and contract workers. Such compensation must meet the legal minimum standards as required by local law and at the levels expected in the industry. Where no national legal standards exist, the remuneration shall be sufficient to meet basic needs according to the ILO convention C131 on minimum wage. The basis on which workers are paid shall be clearly conveyed to them in a timely manner. The Supplier shall not use deductions from wages as a disciplinary measure.

The Supplier shall not employ persons in forced labour. This means any work or service which is required of a person under threat of punishment and for which he or she has not made himself or herself available voluntarily, for example as a result of debt bondage or human trafficking.

The Supplier shall refrain from all forms of slavery, practices similar to slavery, servitude or other forms of domination or oppression in the environment of the place of work, such as extreme economic or sexual exploitation and humiliation.

The Supplier must not use private or state security forces to protect the business project if, due to a lack of instruction or control on the part of the Supplier, there is a threat of the security forces being used in violation of the prohibition of torture or cruel, inhuman or degrading treatment, or against life and limb, or against freedom of association and union.

4.5 Working Hours

The Supplier is prohibited from requiring workers to work more than the maximum hours as set by international standards, including the International Labour Organization, around standard working hours (Conventions 1, 14, & 106), local and national laws, or in the freely negotiated and legitimate collective agreement, whichever are most restrictive. The Supplier must ensure overtime is voluntary respectively in accordance with the legal requirements and paid in accordance with local and national laws or regulations. A work week must not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers must be allowed at least one day off per seven-day work week. The Supplier must keep employee working hours and pay records in accordance with local and national laws or regulations and provide such records to DTAG upon request.

4.6 Health and Safety

The Supplier is required to develop and implement health and safety management practices in all aspects of its business. Without limitation all Suppliers must:

- Comply and implement a process to ensure that their employees comply with all applicable occupational health and safety laws and regulations, including regular trainings which address occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food, and housing.
- Provide a safe and healthy work environment for all employees, take action to minimize the causes of hazards inherent in the working environment, and implement controls to protect sensitive populations.
- Establish an occupational health and safety management system (e.g. ISO 45001 or equivalent) that, at a minimum, demonstrates that health and safety management is integral to the business, allows for leadership and encourages employee participation to set policy, roles, responsibilities, and accountabilities, provides for risk and hazard identification and assessment, and provides appropriate communication channels for employee access to health and safety information. This management system must include procedures to address incident recordkeeping, investigation, and correction action.
- Provision and instruction on the usage of adequate personal protective equipment at no cost for workers.
- Prohibit the use, possession, distribution, or sale of illegal drugs.

The emission of harmful substances shall be controlled at workplaces, where these are handled, in a way that the concentration is within the limits of local worker protection regulations, or, in the absence of such regulations, the concentration is below the limits causing at long-term exposure health hazards. Likewise, equipment shall be available that allows rapid intervention in case of spillage, fire, or personal contact with such harmful substances.

4.7 Grievance Procedures

The Supplier must in an appropriate manner provide employees with effective grievance procedures for raising workplace concerns, including concerns involving harassment and discrimination, to the attention of management for appropriate resolution. Workers must be given a safe environment to provide their grievances and feedback. The Supplier must review these reporting procedures periodically and regularly monitor the resolution status of incoming allegations or concerns. The grievance procedures provided must be accessible, culturally appropriate, and include the option to report anonymously where appropriate and/or possible. Workers and/or their representatives must be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment. The Supplier must periodically provide workers with information and training on all grievance procedures. All forms of retaliation against workers for raising a workplace concern are strictly prohibited. The Supplier shall not retaliate through use of personal attacks, intimidation, or other threats against workers who act to raise workplace concerns, including infringement of worker rights under local legal requirements or international standards. In addition, the Supplier shall inform its employees in an appropriate manner about the usability of the publicly available whistleblower portal "TellMe" of DTAG: https://www.telekom.com/en/company/compliance/whistleblowerportal.

If the Supplier does not have its own grievance procedures, the information about DTAG's whistleblower portal "TellMe" is sufficient; the other principles set out in this section apply accordingly.

5. Environmental Responsibility Practices

5.1 Environmental Protection and Compliance

DTAG recognizes its social responsibility to protect the environment. DTAG expect the Supplier to share DTAG`s commitment by responding to challenges posed by climate change and working toward protecting the environment and the nature and preserving the natural livelihood of the population. As part of this commitment, all Suppliers must, without limitation:

• Comply with all applicable environmental laws and regulations, including but not limited to laws and regulations that regulate hazardous materials, air andwater emissions, harmful soil changes and wastes as well as legal requirements and industrial standards regarding the prohibition or restriction of specific substances in manufacturing or product design.

• Agree to conform to all contractual requirements regarding product and packaging labeling, material content, recycling, and disposal.

• Obtain and maintain all required environmental permits, regulatory approvals, and registrations

• Prevent or eliminate waste of all types, including water discharges and energy losses, by implementing appropriate conservation measures in Supplier's facilities through (1) the use of conservation-minded maintenance and production processes, and (2) by implementing strategies to reduce, reuse, and recycle materials (in that order), whenever possible and prior to disposal.

• Identify any chemicals, waste, or other materials that may be released, and which may pose a threat to the environment, and manage such chemicals or materials appropriately to ensure their safe handling, movement, storage, use, reuse, recycling, and disposal. Ozonedepleting substances are to be effectively managed in accordance with the Montreal Protocol and applicable regulations.

• Disclose complete, consistent, accurate and verified by 3rd party scope 1, 2 and 3 greenhouse gas (GHG) emissions data and/or components required to calculate GHG emissions data, via the Carbon Disclosure Program (CDP) or an alternative method that DTAG will provide. If requested by DTAG, Suppliers must provide plans to reduce greenhouse gas (GHG) emissions in alignment with DTAG's requirements.

• Minimize negative impacts on Biodiversity and Deforestation, climate change and water scarcity.

•Ensure that the materials used in the manufacturing process of products are conflict-free and do not contribute to any ongoing conflict-affected and high-risk countries as defined by the OECD Due Diligence Guidance for responsible supply chain of minerals as follows:

▪ to exercise due diligence on the source and chain of custody of Conflict Minerals as defined by the OECD Due Diligence Guidance in its supply chain and by participation in established supply chain communication processes like the "RMI -Conflict-Free Smelter Program" and/or by application of a nationally or internationally recognized supply chain due diligence standard such as the OECD guidelines. ▪ to make available to DTAG – upon written request – all documentation and supporting evidence that demonstrate Supplier's due diligence measures on conflict minerals.

5.2 Natural Resources and Waste Management

The Supplier shall limit the use of materials and resources when sourcing or producing goods in order to minimize its environmental impact.

The use of rare resources shall be limited or avoided where possible. The waste produced by all its activities shall be identified, monitored and managed. The Supplier shall strive to reduce the waste. Waste treatment shall be in accordance with applicable environmental laws.

5.3 Use of Mercury

The Supplier shall refrain from manufacturing products containing mercury in accordance with Art. 4 Para. 1 and Annex A Part I of the Minamata Convention. The Supplier shall refrain from using mercury and all mercury compounds in manufacturing processes as defined in Art. 5 Para. 2 and Annex B Part I of the Minamata Convention after the phase-out date specified for the respective products and processes in the Convention. The Supplier shall refrain from handling mercury waste contrary to the provisions of Art. 11 para. 3 of the Minamata Convention.

5.4 Handling of Persistent Organic Pollutants

The Supplier shall refrain from the production and use of chemicals in accordance with Art. 3 Para. 1 lit. a) and Annex A of the Stockholm POPs Convention, as applicable under the applicable national law in accordance with the POPs Convention, as well as from the non-environmentally sound handling, collection, storage and disposal of waste in accordance with the regulations in force in the applicable jurisdiction in accordance with the provisions of Art. 6 Para. 1 d) (i) and (ii) of the POPs Convention.

6. Prohibited Business Practices

6.1 Anti-Corruption

The Supplier shall refrain from any form of corruption or actions that could potentially be construed as such.

The Supplier may not offer, promise or grant neither directly nor indirectly benefits (i.e. services of a material or immaterial nature that put the recipient in a better position and to which he has no legally justified claim) for himself or a third party to national or international public officials or decision-makers operating in the private sector in order to achieve a preferential treatment or a favourable decision; same applies when dealing with donations, gifts or invitations to business meals and events.

The Supplier must reject any benefits offered to it and may neither allow to be promised nor accept any advantages if this may or shall create the appearance to the party promising or bestowing the advantages that it can thus be influenced in business decisions. Likewise, the Supplier may not request such advantages.

The Supplier must disclose any conflicts of interest that may entail corruption risks. He must also disclose if he is offered advantages in connection with business activities for DTAG.

If the Supplier is also a customer of DTAG, it shall not draw any unfair advantages from this and shall keep procurement and sales strictly separate.

The Supplier undertakes to set up and maintain a compliance system in its company that is suitable for ensuring compliance with the provisions set out in this Section 6.1 and in Sections 1 and 2. Furthermore, the Supplier undertakes to oblige its own Subcontractors and its affiliated companies to always comply with the provisions of this Section 6.1 and Section 2 of this Supplier Code of Conduct.

6.2 Competition

The Supplier shall respect the rules of free and fair competition in all business relation, in particular not act against any competition and/or antitrust law.

6.3 Sponsorship

All sponsoring measures by the Supplier must be in accordance with current legislation.

6.4 Political Contributions

The Supplier shall not donate money or grant any monetary benefits to any political party unless permitted by law.

6.5 Money Laundering

The Supplier shall take all measures to prevent money laundering within its sphere of influence.

6.6 Data Security, Data Protection and AI Guidelines

Data processing and AI algorithms, as well as the use of the data have to be documented in a comprehensible manner, to be disclosed to DTAG if required, and shall be subject to applicable law and regulations, in particular the statutory data protection and security provisions and the specific data protection and security provisions agreed in this Contract. The development and usage of Artificial Intelligence is carried out according to the European fundamental values. The use of AI systems shall be nondiscriminatory and transparent towards users. Barrier-free access is guaranteed.

The Supplier has clearly defined for his AI solutions who is responsible for which system and which AI function and creates the conditions to stop or shut down his AI systems at any time by the responsible user (“emergency stop”).

The Supplier shall adhere to all applicable data protection laws and all specific data protection and security requirements agreed to in the Contract.

7. Compliance Audits and Remedies

7.1 Audits and Remedies

In order to ensure compliance with the Principles as outlined in this Supplier Code of Conduct for the duration of the Contract, the Supplier shall provide on demand all elements requested to establish such compliance, and shall inform DTAG without any delay, when it knows or has reason to know, of any failure to comply with the Principles by itself or by any Subcontractor. This information shall also include the corrective measures already taken to restore conformity with the Principles. Furthermore, the Supplier shall provide all information that are necessary to ensure compliance with the applicable regulations without undue delay. In case of modification of the legal and/or regulatory framework as well as any judicial decision that would imply violation of the Principles by one of the Parties, DTAG may introduce the relevant modifications that the Supplier shall adhere to.

If not covered in the Contract, the following shall apply for Business Ethical, Human Rights and/or Environmental and Compliance Audits: DTAG and/or its authorized representative are entitled to conduct assessment and monitoring activities towards the Supplier and its Subcontractors to effectively evaluate the Suppliers' and Subcontractors' actual conformity with the Principles. This includes the right for DTAG and/or its authorized representative to perform onsite as sessments and/or inspections including interviews with selected employees at Suppliers ' premises, manufacturing sites and/or any other locations where work is carried out for DTAG or with regard to products and Services purchased by DTAG. The Supplier agrees that DTAG has the right to request and receive further information on CSR/Sustainability matters using specific Supplier self -assessments such as EcoVadis, Carbon Disclosure Program and Mobile Surveys, if deemed necessary. At the request of DTAG, the Supplier shall inform DTAG of the measures adopted to ensure compliance with the Principles. In the case of non -conformity with the Principles, any non -conformity shall be notified to DTAG and followed by a dedicated improvement plan that needs to be fulfilled in due course. If DTAG determines that the non -conformity cannot be terminated in a reasonable amount of time and without undue delay, DTAG shall be entitled to draw up and implement a concept for minimising any potential risks, which shall include concrete actions, responsibilities and milestones. To this end, DTAG may in particular join forces with other companies and/or temporarily suspend the business relationship during the efforts to minimise the risk, if deemed necessary. DTAG will minimize any access to Suppliers' trade secrets during its assessments and inspections as far as possible and will only use such secrets, if accessed at all, to evaluate the Suppliers' compliance with the Principles as set out herein. A material non -compliance with the Principles may trigger a termination right of the Contract in accordance with its provisions.

7.2 Sustainability Training

DTAG offers sustainability trainings to all external business partners and Suppliers. The Supplier must ensure that its employees and Subcontractors working on DTAG matters are aware of the requirements of DTAG's Supplier Code of Conduct e.g., by adequate trainings on the rules and Principles as laid out herein.