



Corporate Social Responsibility and Anti Corruption Clause

(Version: June 1, 2013)

(1) Deutsche Telekom AG (“DTAG”) has designed core principles and values which demonstrates DTAG's willingness to share its business ethics, social and environmental commitments with its suppliers: such principles and values are outlined in the documents “DTAG Code of Conduct” and “DTAG Social Charter”, available at www.suppliers.telekom.de. DTAG requires the Supplier and Supplier's sub-contractors to adhere to the DTAG Code of Conduct and the DTAG Social Charter.

(2) In particular, the Supplier undertakes to comply with and to cause its sub-contractors and any person under its control, to comply with all applicable national, European and international rules relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights, environmental protection, sustainable development and bribery, as it is described in the DTAG policies mentioned in section (1) and set out in the respective purchasing agreement (“the Rules”).

(3) At the request of DTAG, the Supplier shall inform DTAG and or the Ordering Party of the measures adopted to ensure compliance with the Rules. From time to time, DTAG shall be entitled, by itself or through a third party auditor nominated by it, to audit Supplier and its sub-contractors, in order to control Supplier's conformity with the Rules.

(4) The Supplier agrees to take all necessary measures to prevent and to sanction any case of active or passive corruption, both in the public and private sectors. Active corruption means offering, promising and granting a benefit for purposes of influencing an act or decision and/or inducing a person to perform improperly their duty. Passive corruption means requesting, agreeing to receive or accepting benefits intending that, in consequence, an act or decision should be influenced a decision or a duty should be performed improperly. A benefit refers to any conflict of interest and/or consideration to which the recipient has no entitlement and which objectively improves his or her financial, legal or personal situation. A benefit may come in various forms such as catering, the financing of travel expenses, holiday invitations, advertising gifts, material

gifts, monetary gifts, invitations to meals or events, discounts, rewards, special privileges, or disproportionately high remuneration. The Supplier understands that DTAG may request information and documents from the Supplier in order to verify compliance with the anti-corruption provisions above mentioned and agrees to provide all such information on a timely basis.

(5) DTAG within the framework of their corporate responsibility wants to promote an improvement of the environmental performance of the Deliverables, and especially a decrease of energy consumption. Therefore, the Supplier shall offer equipment with high energy efficiency, compliant with advanced international efficiency standards as e.g. the EU Codes of Conduct in their latest available version. Additionally the Supplier agrees to supply to DTAG and/ or the Ordering Party relative information concerning the energy consumption, its equipment manufacturing and logistics in order to assess and measure the CO₂ impact. For information related to energy consumption, measures performed by the Supplier shall be based on ETSI-TS standard and for CO₂ impact based on internationally recognized standards, especially the GHG protocol standards and the ITU-T SG5 recommendations in the latest published versions.

(6) Regarding the composition, the Supplier shall provide notably to DTAG and/ or the Ordering Party all necessary information regarding substances composing the Deliverables and its packaging and/or other specific information. As a consequence, the Supplier may be asked by DTAG and/ or the Ordering Party:

- to provide company and/ or product carbon footprint covering at least manufacturing, transportation, use and end of life phases; and/ or
- to fill in some questionnaires aiming at collecting environmental data.

(7) The Supplier agrees that DTAG and/ or its Ordering Party will use parts or whole of the above information for its customers. The conditions of the information transmission will be defined later by written agreement.



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The Supplier shall also fully comply with and fulfill all rules regarding the manufacturer's responsibility that might exist for the Deliverables whatever the country of delivery. The Supplier will demonstrate before DTAG and/ or the Ordering Party its compliance with these obligations and will provide DTAG and/ or the Ordering Party on its own initiative, on the time of delivery the latest, with all documentation required by law as in particular with all necessary declarations of conformity.

(8) Regarding the Collection and Treatment of Waste Electrical and Electronic Equipment (WEEE), the Parties agree that the status of the equipment at end of life will be defined in the Agreement. The term "Status" means the equipment at end of life which will be considered as from "private household" (household) and/ or from "users other than private household" (non household) waste under the European directive.

(9) The Parties also agree that the collection and treatment modalities of the WEEE shall be defined taking into consideration the status of DTAG and/ or the Ordering Party as either 'distributor' or 'producer' under the meaning of the European directive or the respective national transportation provisions in the Purchase Order or as set out in the respective statutory provisions of the country of delivery.

(10) Regarding the EC Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), the Supplier undertakes to provide notably to DTAG and/ or the Ordering Party all the necessary information regarding substances composing the Deliverables.

(11) For Reduction of Hazardous Substances (RoHS), the Supplier undertakes to ensure the compliance of all Deliverables whatever the country of delivery under the RoHS EC Regulation.

(12) For the avoidance of doubt, the foregoing shall not modify, limit or waive any specific obligations of the Supplier as set out in the relevant purchasing agreement.

(13) In the event of a failure to comply with the Rules, Supplier shall upon DTAG's and/ or Ordering Party's written notice, immediately remedy such failure so that its conduct

conforms to the Rules. If such failure is not remedied within thirty (30) days following receipt of said notice, DTAG and/ or the Ordering Party may terminate the purchasing agreement according to the respective contractual termination regulations; this shall not preclude DTAG's and/ or the Ordering Party's right to demand damage compensation from the Supplier. In addition statutory provisions shall apply.

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