



Terms and Conditions of the Deutsche Telekom Group for Purchasing Recruitment Services (EB Recruitment Services)

1. Area of Application

- (1) These Terms and Conditions for Purchasing Recruitment Services (hereinafter referred to as “**EB Recruitment Services**”) shall apply to all services in the area of recruitment provided by the Contractor to Deutsche Telekom AG (herein referred to as “**DTAG**”) or any company affiliated with it within the meaning of number 1 (3) as far as there are no deviating provisions contained in the purchase order. The respective ordering group company hereinafter shall be referred to as “**Customer**”. General Terms and Conditions of the Contractor shall not apply.
- (2) Only purchase orders and other declarations of intent, that are made in writing and signed by a procurement unit of the Customer or a Group Company (herein referred to as “**Customer**” respectively) shall be legally valid. The requirement of written form in the sense stated above is also satisfied by communication methods provided electronically, by fax or e-mail or electronic communication methods provided by the Customer for handling purchasing transactions, including full integration, web-based applications or statements transmitted via an Order Management Tool. An electronic declaration of intent is received on the day on which it is available for retrieval by the recipient under his electronic address during normal business hours; otherwise, it is received on the next business day. In the event that a special electronic communications method provided by the Customer to handle purchasing transactions is used, the relevant terms and conditions of use of the Deutsche Telekom Group shall apply to such electronic communications methods provided by it (NB e-commerce) can be retrieved at “NB e-commerce” published on www.telekom.com/en/company/global-procurement under “Conditions for specific procurement topics”.
- (3) If the Customer and the Contractor have concluded a framework agreement that provides for the applicability of these EB Recruitment Services, DTAG and all companies in which DTAG is able to, directly or indirectly, exert more than 20% of the voting rights (hereinafter referred to as “**Group Company**”) shall be beneficiaries of the framework agreement and thus entitled to place Orders. In the event of an Order, a corresponding contract under the terms and conditions of such framework agreement is concluded directly between the respective Group Company and the Contractor. There is no joint and several liability of DTAG and the Group Companies.

2. Parts of the agreement

The following documents shall be integral parts of the agreement in the order set forth below:

- a. the Order
- b. the specifications
- c. the framework agreement, if one exists
- d. these EB Recruitment Services
- e. the “DTAG Supplier Code of Conduct” in its most current version (hereinafter referred to as “**Code of Conduct**” or “**SCoC**”; under www.telekom.com/en/company/global-procurement).

3. Subject Matter of the Agreement

- (1) With respect to the services to be performed by the Contractor it is to distinguish between Database Research with the Fee payable upon the start of an employment relationship between the Customer and a person introduced by the Contractor (hereinafter referred to as “**Candidate**”) and Direct Search with

the Fee payable as stipulated in number 5 (2) of this EB Recruitment Services.

- (2) In the event the type of performance is not mentioned in the purchase order it is deemed to be Database Research.
- (3) The service of the Contractor includes, but is not limited to:
 - Recording and/or developing of a profile of the Candidate upon information of the Customer
 - Publishing job advertisements in the Contractor’s job fairs
 - Publishing job advertisements in various job fairs in the internet
 - Publishing job advertisements in the daily press (upon agreement)
 - Matching profile of the Candidate and the contact network and/or the database of the Contractor
 - Developing and agreeing a list of target companies (only Direct Search)
 - Contacting potential Candidates directly
 - Obtaining and assessing profiles of Candidates
 - Interviewing Candidates
 - Providing selected profiles of Candidates to the Customer and discussing them
 - Coordinating meetings
 - Attending the employment process actively until the execution of the contract of employment
- (4) The Customer’s obligations are:
 - Evaluating the supplied documents of the Candidates in the short term
 - Giving feedback with respect to the Candidates to optimize the recruitment process
 - Supporting the creation of a list of target companies (only Direct Search)
 - Payment of the Fee after the due date
- (5) A detailed description of the respective contractual service (the Database Research or the Direct Search) shall be contained in the purchase order or a separate document.

4. Independent Service Provision, Work and Residence Permit

- (1) The Contractor shall provide the contractual services independently and on its own responsibility. The Customer shall have no influence on the way in which the services are provided (order realization).
- (2) The service provision shall be performed entirely on premises other than the Customer’s premises; the Contractor is free to choose the place of performance in providing its services, with the exception of the premises of the Customer.

However, if the project requires the services to be partially performed on the premises of the Customer, the Contractor shall be prepared to provide the services on the respective premises to the extent required; the parties shall agree on the respective place of performance, taking the project’s requirements into account.

- (3) The Contractor shall be solely responsible for issuing instructions to its employees and any subcontractors it deploys (including freelancers, the latter are not obligated to pay social security contributions). The Contractor shall be free to organize the service provision and the allocation of time for its activities. The Contractor shall comply with agreed deadlines (successful service provision, performance phases).
- (4) Where employees, vicarious agents or subcontractors are employed (including freelancers, the latter are not obligated to pay social security contributions), the Contractor hereby assures that all necessary official approvals (i.e. work and/or residence permits) have been obtained. The Contractor shall indemnify the Customer from any legal consequences resulting from failure to comply with these requirements.
- (5) As an independent Contractor, the Contractor undertakes to properly submit any value added tax received to the tax office and to independently and properly pay tax on any remuneration received from the Customer.

5. Fee

- (1) Database Research:
The Fee is 14% of the Total Yearly Salary of the Candidate stipulated in the contract of employment but not more than 14% of EUR 100,000, unless otherwise stated in the purchase order.
- (2) Direct Search:
The Fee is 20% of the estimated Total Yearly Salary of the Candidate stipulated in the purchase order but not more than 20% of EUR 100,000, unless otherwise stated in the purchase order.

In the event of Direct Search 50% of the Fee is already payable with the presentation of at least two qualified Candidates in person within 3 months upon the date of issuance of the respective purchase order (unless another period of time is stipulated in the purchase order). The rest of the Fee is payable upon the start of at least one employment relationship with at least one of the Candidates introduced by the Contractor.

If a contract of employment between the Customer and the Candidate is concluded within 6 months upon introduction of the Candidate which has taken place after more than 3 months upon the date of issuance of the respective purchase order and if the employment is caused by the introduction, the Contractor shall receive 100% of the Fee upon the start of the employment.

- (3) Total Yearly Salary means the salary the Candidate achieves with a target achievement of 100%. Further benefits like stock, stock option, company cars or payments for cars are excluded.
- (4) The part of the Fee depending on the conclusion of an employment relationship shall be paid only if the contract of employment is executed within 6 months from the date of the introduction and if the employment is caused by the introduction.
- (5) The Contractor is obliged to offer the Customer his services at the most favourable terms, conditions and prices which the Contractor grants DTAG and/or any company affiliated with it within the meaning of number 1 (3) worldwide with regard to amount, quality and market conditions of comparable services.

6. Reimbursement

- (1) In the event the contract of employment is terminated by the Candidate or the Customer without Customer's fault, the following percentages of the Fee – in case of Direct Search of the amount of 50% of the Fee – shall be reimbursed by the Con-

tractor within 30 days upon receipt of Customer's written notice of the termination:

- Termination within 1 month after the start of the employment: 80%
 - Termination within 3 months after the start of the employment: 60%
 - Termination within 6 months after the start of the employment: 40%
 - Termination within 1 year after the start of the employment: 20%
- (2) If the contract of employment is terminated after more than 1 year after the start of the employment no reimbursement will be given.

7. Additional Cost

- (1) All travel and other out-of-pocket expenses are included in the Fee, unless otherwise stated in the purchase order. In case no Fee is payable all travel and other out-of-pocket expenses accrued shall have been paid at Contractor's risk.
- (2) Expenses for publications in media shall be reimbursed upon Customer's prior written approval.

8. Payment Terms

- (1) The invoice shall be submitted following the introduction of at least two qualified Candidates (in the event of Direct Search) and/or the start of the employment.
- (2) At the Customer's discretion, the payment period shall be 30 days net. The payment period shall commence on the first day after receipt of the verifiable invoice according to this number 8 and number 9 but not before performance of the services.
- (3) The date on which the Customer submits the remittance order shall be authoritative for compliance with the payment period, whereby the period between the end of the payment period and the specific Payment Date shall not be taken into account.
- (4) The Customer shall be in default on payment only if he fails to make the payment following a reminder from the Contractor.
- (5) The unconditional payment of the invoiced amount by the Customer does not constitute recognition of the Contractor's services as being in accordance with the agreement.
- (6) If a credit note procedure has been agreed, the Customer shall effect payments without the Contractor submitting invoices. The payment period shall commence when the Customer has finished entering the data, but no later than 3 working days after submission of the service confirmation and not before fulfilment of the service.

9. Invoice, Tax

- (1) The Contractor shall submit a verifiable invoice of its services. For each Order a separate invoice is required. Collective invoices which refer to various Orders are not permitted. In particular, invoice line items must match the order items. The invoice shall contain the unit placing the purchase order, the purchase order number, the recipient of the service and the proof of performance. Value-added tax shall be shown separately. In case an invoice does not comply with the aforementioned requirements, the Customer reserves the right to return such outstanding invoice in order for the Contractor to complete and/or correct it. In such a case the payment period starts not until the receipt of the completed and/or corrected invoice. Even if the Customer does not make use of the aforementioned proviso, any default in payment due to an invoice which does not comply with the aforementioned requirements is not the fault of the Customer. The invoice shall not be issued

- before the day on which performance is effected in accordance with the agreement.
- (2) Amendments and supplements to the agreement are to be clearly indicated on the invoice and shall only be paid for if agreed upon in writing before carried out.
- (3) The prices agreed are net prices. If applicable, value-added tax to the statutory amount shall be added.
- (4) If a credit note procedure has been agreed number 9 (1) and (2) of the EB Recruitment Services shall be replaced as follows:
- (5) Accounts for services shall be settled on the basis of the service confirmation. The Contractor shall receive a credit note from the Customer on a monthly basis by the third working day of the following month as proof of the services recorded by the Customer electronically. The credit note shall show the services according to type and quantity, net prices, the value-added tax rate, the value-added tax amount and the total amount for each service confirmation.
- 10. Rights of Use**
- (1) The Contractor shall grant the Customer the exclusive, irrevocable, transferable right of use, which is not limited in time, territory or content and which is covered by the remuneration. The right of use also, and particularly, includes without being limited to the right to publish the documents completely or parts thereof, and duplicate, alter or process them including without being limited to making further use of them for follow-up agreements with third parties. The Customer's right of use also exists in the event of a termination ("Kündigung") of the agreement.
- (2) The Contractor shall inform the Customer of any existing industrial property rights and copyrights that it may hold if these are necessary for creating, using and exploiting the work results. This includes information about anybody authorized to dispose of these rights. The Customer shall obtain a non-exclusive and transferable right to use the Contractor's industrial property rights and copyrights. The agreed remuneration shall cover any right to remuneration arising in this connection.
- (3) The Customer shall receive a non-exclusive, irrevocable, transferable right, which is not limited in time, space or manner and which is covered by the agreed remuneration, to use the knowledge and findings of the Contractor introduced during the process of performing the Contractor's tasks.
- 11. Third Party Rights**
- (1) The Contractor guarantees that the services to be rendered by the Contractor are free of third party rights, in particular third party intellectual property rights which could restrict or prevent the contractual use.
- (2) Each Party shall immediately inform the other Party of any claim related to said third party rights made or threatened against the other Party and/or if it becomes aware of any infringement or alleged infringement of any third party rights in connection with the contractual services.
- (3) On the first written request, the contractor shall fully indemnify the Customer from any and all legal actions, demands, costs, charges, losses, claims and expenses suffered by the Customer as a result of the infringement or alleged infringement of any third party industrial property rights. In addition to these duties, the Contractor may, at its own discretion and at its own expense either
- (a) modify or replace the services in a way that prevents third party rights from being infringed or allegedly infringed, however which ensures that the services continue to
- comply with the contractually agreed requirements in all respects, or
- b) obtain the right for the Customer to (further) use of the services in accordance with the agreement.
- (4) If the Contractor fails to cease the infringement of third party rights, the Customer shall, at its own discretion, be entitled to withdraw from the relevant Order and to assert claims for compensation or for a corresponding reduction of the purchase price and/or the licensing fee.
- 12. Liability for defects**
- (1) The Contractor warrants that its services are provided in compliance with the contractual agreements, rendered with reasonable professional skill and care and in accordance with what is the then current date of the art in science and technology, and that they shall comply with the relevant statutory provisions and agreed guidelines, etc.
- (2) The Contractor shall undertake, in particular, to bear costs and expense arising in connection with defects and the remedying thereof. Further statutory claims of the Customer shall remain unaffected.
- (3) The Customer shall be entitled to reduce the remuneration or to rescind the agreement ("Rücktritt") and claim damages if the defects are not remedied within a reasonable grace period set by the Customer to effect subsequent performance, or if the subsequent performance is ultimately successful.
- (4) Unless longer limitation periods are provided by law, the Customer's claims due to warranty of title are subject to a limitation period of two years from the time a third party alleges infringement of intellectual property rights or any other rights or the Customer becomes aware of the defect of title through other means.
- (5) The period of liability is extended by the time the services cannot be used for the intended purpose.
- 13. Confidentiality, Data Protection**
- (1) Both parties hereto shall treat in confidence all information from the business of the other party which they become aware of through the business relation and which is not generally available. Such information shall not be used for own or third parties' purposes. The aforementioned confidentiality obligations shall not apply within Deutsche Telekom Group.
- (2) All documentation made available to the Contractor by the Customer shall remain the Customer's property. Upon the Customer's request Contractor shall return or destroy the documentation together with all copies.
- (3) The Contractor undertakes to comply with data protection provisions and in particular the protection of personal data.
- (4) The Contractor shall expressly and verifiably inform the employees, agents and subcontractors engaged by it that the Customer may collect and process the following personal data about them for the purpose of complying with statutory provisions and satisfying its justified business interests, salutation, last name, first name, data of birth, street, postal code, city, country. The following information shall also be collected on employ on employees, vicarious agents and subcontractors to be deployed who require a work or residence permit as per applicable German and European law in order to take up work in Germany validity period of the work or residence permit, restriction of place of deployment as per the work permit, restriction of duties/position as per the work permit.

- (5) If personal data are transferred from the Customer to the Contractor and processed by the Contractor within the Scope of its services, the Contractor agrees to accept the Customer's standard Agreement (ADV) on the processing of personal data under contract.
- (6) These obligations shall continue after the expiry of the business relation.
- 14. Customer Protection**
During the business relation and one (1) year thereafter the Contractor is not allowed to headhunt within Deutsche Telekom Group. In case of infringement of this number 14 of the EB Recruitment Services the Contractor shall pay a penalty of EUR 30,000.
- 15. Contractual Performance by Third Parties**
- (1) The engagement of third parties as subcontractors shall require the prior written consent of the Customer.
- (2) If the Customer gives its consent, the Contractor shall ensure that all subcontracts awarded under the relevant order are drawn up in such a manner that the Contractor is fully able to meet its obligations to the Customer.
- (3) The Contractor's liability shall remain unaffected by the subcontracting relationship, the information on the structure of the subcontracting relationship or the consent to this by the Customer.
- 16. Termination**
- (1) The Customer has the right to terminate the agreement in its entirety or parts thereof at any time without giving any reason by giving 14 calendar days' notice.
- (2) The right to terminate the agreement for good cause shall remain unaffected.
- (3) Either party may rescind or terminate the agreement for good cause, in particular if with respect to the other party's assets insolvency proceedings have been initiated or a petition for such proceedings has been filed with the court, the initiation of insolvency proceedings has been rejected for lack of sufficient insolvency assets to cover the cost of the proceedings, the other party has suspended payments on a not merely temporary basis, ceases its business operations or the part thereof relevant for the contractual performance, or if a similar event occurs which corresponds to the aforementioned situations under the laws in effect at the place of business of the affected party.
- 17. Integrity and Cooperation**
- (1) DTAG has designed core principles and values which demonstrate the Customer's willingness to share its business ethics, the social and environmental commitments with its contractors. Detailed information can be found in the SCoC
- (2) The Contractor shall comply and shall oblige its sub-suppliers, subcontractors and any person under its control to comply with the SCoC. In case of any non-compliance with the principles and obligations of SCoC, the Customer is entitled to request a remedy of such non-compliance without undue delay, including but not limited to an alignment on action plans to remedy the non-compliance. Further, the Customer is entitled to suspend the contractual relationship and fulfillment until the non-compliance is remedied. Further contractual and statutory rights of the Customer shall remain unaffected.
- (3) The Contractor shall take all measures required to avoid and sanction any instance of active or passive corruption, both in the public and private sector.
- (4) The Contractor shall immediately inform the Customer in writing as soon as it becomes aware of indications suggesting that there might be problems regarding compliance with the Code of Conduct within its area of responsibility, and in particular to avoid anything which might harm Deutsche Telekom's Group brand image and/or endanger its security of supply.
- (5) The Contractor is obligated to comply with the security provisions of the Deutsche Telekom Group (published on www.telekom.com/en/company/global-procurement under "Procurement Conditions") which apply to contractors and their vicarious agents and to inform the persons and/or subcontractors deployed to provide the service and to obligate them to do the same.
- (6) If work is to be performed at the Customer's security sensitive sites, the Contractor shall ensure that only staff who have passed the security check are employed in accordance with, the Sicherheitsüberprüfungsgesetz [Security Clearance Check Act] in Germany or a comparable security clearance check elsewhere.
- (7) The Contractor ensures to comply with all the obligations regarding the Mindestlohnsgesetz [minimum wage legislation] for himself and its subcontractors. In this sense and upon request by the Customer, he is – among others - obliged to document respective minimum wage payments. The Contractor shall indemnify the Customer from any legal consequences (including fines) resulting from failure to comply with minimum wage requirements. He shall further immediately inform the Customer as soon as any suspicion arises in case any of its subcontractors does not comply accordingly.
- 18. Deployment Bans**
- (1) Contractor's attention is expressly drawn to the fact that it is strictly forbidden for civil servants of the Deutsche Telekom Group in early retirement to perform any further services for the Deutsche Telekom Group, either directly or indirectly. The same shall apply, in principle, to former employees of the Deutsche Telekom Group for a period of 15 months from the termination of their employment, if they have received severance payment in connection with the termination of the employment.
- (2) Against this backdrop, the Contractor, in turn, shall undertake to ensure that in providing services to the Customer, the retired civil servants stated in number 18 (1) or personnel as defined by number 18 (1), sentence 2, will not be introduced as Candidates and not be deployed as employed or borrowed workforces or as subcontracted service providers or in any other kind.
- (3) In the event of an infringement of this number 18, the Customer may terminate the contractual relationship for good cause. In addition, Customer's right to claim damages due to such an infringement is expressly reserved.
- 19. Assignment of Claims**
- (1) The Contractor's claims against the Customer may only be assigned given the express written consent of Customer's contracting procurement unit. § 354a HGB [German Commercial Code] shall apply if the transaction is a commercial transaction for both parties.
- (2) The Customer shall be entitled to assign his rights and obligations under an agreement individually or as a whole to any company of the Telekom group within the meaning of number 1 (3). Such an assignment shall not require Contractor's consent.

20. Set-off

- (1) The Contractor has no rights of retention insofar as they are based on counterclaims resulting from other legal transactions with the Customer.
- (2) The Contractor may only offset such claims which are undisputed or recognized by final and binding judgement.

21. Final Provisions

- (1) The place of performance shall be the place of receipt indicated by the Customer.
- (2) The laws of the Federal Republic of Germany shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and provisions referring to foreign law.
- (3) The venue shall be at the court with jurisdiction at the Customer's principal place of business. However, the Customer shall also be entitled to have recourse to the court with jurisdiction at the Contractor's principal place of business.
- (4) Notwithstanding the legal invalidity of individual items, the remainder of the agreement shall remain binding. This shall not apply if adherence to the agreement would constitute an unreasonable hardship for one party.