

## **Code of conduct for partner's of GTS Telecom, member of Deutsche Telekom Group AG**

This document defines the basic standards for professional conduct of the GTS Partners (company). For the purpose of this document, the term "Partner" means any legal entity (public institution, legal entity, freelancer, etc.) with whom GTS has or wishes to have trade relationships of any kind, including but not limited to officers, employees, collaborators, agents, consultants or the representatives of such entity.

GTS maintains open and honest relationships with its Partners in order to ensure the best supply conditions to the company.

GTS does not engage in any illegal or unethical behavior related to its partners.

GTS strictly prohibits corruption of any kind, as they are provided for by legislation - Law no. 78/2000 on preventing, discovering and sanctioning of corruption acts and the Criminal Code - from any Partner, whether it is about the government authorities and / or companies in the private sector.

GTS strictly forbids bribery or any compensation in cash and / or materials.

Neither GTS, nor its suppliers, subcontractors, agents or other category of Partners, will pay, promise or authorize the offer, directly or indirectly, of any amount (or goods of any kind) by any of the officers or employees of any government authority, international organization, political party or candidate for public position or company in the private sector, for the purpose of influencing any action or decision of such officials / employees or inciting such officer / employee to have an influence in any action or decision of any governmental authority / private company.

In particular, GTS prohibits:

- (1) Corrupt practices, for example offer, receiving or soliciting, directly or indirectly, of any things likely to influence improperly the actions of the other party. In this case, the behavior should involve the use of inappropriate means (such as bribes or compensation money) to cause another person to act or refrain from acting in exercising his / her duties, to obtain or maintain business relationships or to obtain an undue advantage.
- (2) Fraudulent practices, for example any act or omission, including false statements, knowingly or recklessly misleading, or trying to mislead one of the parties to obtain any financial benefit or to fail to fulfill an obligation. Special attention is given to fraudulent practices which are intended to cover the acts or omissions for or against stakeholders of GTS or other financial authorities, insurance agents or other actions or omissions for or against public or governmental institutions, in connection with the award or implementation of a governmental document or concession contract.

- (3) Binding practices, for example, damage or injury or the threat of such actions, directly or indirectly, of any party or property of a party, to influence improperly the actions of one of the parties, undertaken in order to trick an auction or in connection with public acquisition or governmental contracting or in order to promote corrupt or fraudulent practices. Binding practices do not cover negotiations, exercise of legal remedies or contracts or litigations while implementing the company's rights.
- (4) Collusive practices, such as arrangements between two or several parties designed to obtain undue benefits including influencing abusive actions of the other parties undertaken in order to trick an auction or related to the public acquisition or governmental contracting or in order to promote a corrupt or fraudulent practice.

GTS prohibits to its partners to propose, suggest or offer any gifts, benefits or payments, directly or indirectly, any amounts to managers, employees or agents of GTS to obtain or maintain business relationships with the company.

Similarly, neither GTS, nor its managers, employees or agents are authorized and allowed to ask, suggest or accept any gifts, benefits or payments, directly or indirectly, any amounts so that any of the Partners to obtain or maintain business relationships with GTS.

If it is found out that this Code of Conduct has been breached, GTS may unilaterally terminate the contract with the Partner in default, without payment of damages or penalties in charge of GTS and / or may take all and any measures that the legislation in force provides (denunciation, criminal complaint, etc.).

GTS PARTNER:

I have read, I have been informed and I undertake to comply with everything that is set out in this document.

*[Name of the company]*

*[Name and position of the legal representative]*

*[Signature]*

*[Date]*