

Click Agreement concerning disclosure of an ISAE 3402 Report

Our client T-Systems International GmbH (“Client”), engaged us, EY GmbH & Co. KG Wirtschaftsprüfungsgesellschaft (“we”), with the examination on the Effectiveness of Controls over the T-Systems International GmbH’s Open Telekom Cloud system provided from the data centers in Germany and in the Netherlands throughout the period 1 January 2024 to 31 October 2024. Our Client has now requested us to agree to the disclosure of a copy of our Report exclusively prepared for him on the basis of this engagement to you as a third party (“you” or “Recipient”). (All work products are referred to below as “Information”).

The Information is solely based on the above mentioned Scope, except where a more limited Scope is specified in direct or indirect connection with the respective Information.

We will only agree to the disclosure of Information to you if you acknowledge and confirm the conditions outlined below. The parties agree that neither this agreement nor the disclosure of Information does imply or constitute a client relationship between you and us.

Conditions:

1. You acknowledge and confirm that the Scope was limited in content, that the Information is based on documents and information provided by the Client and that the Information is solely suitable and intended for the Client’s purposes.
2. It is your sole responsibility to decide whether the Information may serve your purposes and can be used by you. Relevant matters, issues and assumptions have to be clarified, validated and assessed by your own or by your engaged experts under your own responsibility. The matters, issues and assumptions which may be relevant to you can differ from those of the Client.
3. You acknowledge and confirm that in connection with or arising from the disclosure of Information we have no obligation, responsibility or duty of care towards you. You may not derive any claims or other rights from the engagement agreement between us and our Client. We act solely as vicarious agent of our Client in relation to you. Reliance is restricted to the Client in the engagement agreement between us and our Client and does not extend to you. Neither a duty of care nor a contractual liability towards you is agreed on or wanted. We have no obligation towards you; you acknowledge and confirm not to bring any claims against us for any loss or damage - except for damages resulting from injury to life, body or health or for damage caused by intent - which occurs or may occur in connection with the use of Information.
4. You shall treat the Information strictly confidential. This restriction on disclosure does not apply in case a disclosure of the Information is required by law, government order, requirements of regulatory bodies, professional standards or court order (of which you will notify us immediately).
5. You shall indemnify us against all claims and costs by third parties arising directly or indirectly from your disclosure of Information to a third party (apart from disclosures required by law, a lawful official order or court order) unless those claims are not based on the knowledge of the

third party about the Information. This shall not affect any further claims for damages on our part.

6. This agreement is governed by German law. To the extent legally permissible, the proper venue for all disputes arising hereunder or in connection with this letter shall be Stuttgart, Germany. Any dispute arising due to or in relation to the execution, performance or breach of this agreement shall be subject to the exclusive jurisdiction of the courts of Stuttgart.

If you wish to get access to the Information, click “OK”.

By clicking the “OK” button you accept the above mentioned binding conditions and confirm the validity of the conditions to you as a Recipient.

If you do not agree with the conditions, please click “Cancel”.

I wish to get access to the Information and
hereby confirm the above mentioned binding
conditions

Close document and do not view the Information

Use the password **Reporting@OTCSOC3_2024** to confirm your agreement and view the report.