

## **Annex for the purchase of consulting and other services**

In addition to the General Terms and Conditions for Purchasing (GTC), the following provisions shall apply to the purchase of consulting and other services:

### **1. Independent provision of services / residence permit / work permit**

(1) The Contractor shall provide the contractual services independently and on his own responsibility and shall work with his own resources. If the Customer deems it necessary due to the nature of the work to be performed, for the protection of the intellectual property of the Customer and for security reasons, the Contractor shall use the Customer's equipment (e.g. the Customer's computer, test software and hardware).

(2) Due to the proven expertise of the Contractor, the Customer attaches great importance to the fact that he personally carries out the agreed services. Any representation in the provision of services by qualified third parties requires prior agreement. In such a case of representation, the Contractor shall be responsible for the remuneration of these qualified third parties and shall be liable for the conduct of these third parties as for their own. These qualified third parties have no contractual relationship with the Customer.

(3) The Contractor is generally free to choose the place of performance for the performance of his services. However, if the project requires the services to be carried out in part on the premises of the contracting authority, the consultant shall also be prepared to carry out the services to that extent on those premises and the place of performance shall be agreed between the contracting parties taking into account the requirements of the project.

(4) The Contractor shall have sole authority to issue instructions to its own employees and any subcontractors employed by it. He is free to organize the provision of services and to schedule the time of his activity. However,

to the extent that the project so requires, it shall consult with other participants in the project in order to meet agreed deadlines.

(5) The Contractor undertakes to tax the remuneration received from the Customer independently and properly in accordance with the relevant tax laws.

(6) The Contractor acknowledges that the contractual remuneration constitutes an income from self-employment and that it is in no way in an employment relationship, service relationship or other labour law relationship with the Customer, so that it is itself responsible for the payment of any taxes and social security contributions. The present contractual relationship is not subject to the social security obligation under the ASVG. Therefore, the Contractor is not registered for social insurance by the Customer.

(7) In the event of the deployment of employees, vicarious agents and subcontractors, the Contractor warrants that all necessary official approvals (such as work permit / residence permit) have been obtained. The Contractor shall indemnify the Customer against all legal consequences resulting from non-compliance with this requirement.

(8) The Contractor shall be fully responsible for the deployment and performance of its personnel in connection with the provision of services. In the case of work carried out in the Customer's facilities, the Contractor shall be obliged to encourage its personnel to exercise caution and treat the Customer's property with care.

(9) The Contractor is obliged to provide the Customer with information about the status of the project at any time.

(10) The Contractor shall entrust the fulfilment of the contractual obligations exclusively to sufficiently qualified employees and shall in particular ensure compliance with any skills required by the Customer. Upon request, the Contractor shall provide the Customer with a description of the training and activity profiles of the

employees deployed or to be deployed, showing their qualifications for the services to be rendered.

(11) The Contractor shall only employ as many employees as are necessary for the project within the framework of the performance of the service. These employees are named to the Customer. Unless otherwise agreed, the Contractor shall also provide the curriculum vitae of the respective employee within the scope of the offer. The exchange of these employees is only possible with the consent of the customer. The Customer has the right to reject individual employees. In the event of a change of employees, the project-specific transfer of know-how is at the expense of the Contractor.

(12) The Contractor undertakes to employ sufficiently qualified and experienced personnel. At the justified request of A1 Telekom Austria, the Contractor shall replace within a reasonable period of time employees who do not have the necessary specialist knowledge or who otherwise impair the performance of the contract.

## **2. Offer**

The Contractor undertakes to break down any flat rate offers within the scope of the offer in such a way that both calculated person days and day rates and corresponding project discounts are presented in a transparent and comprehensive manner.

## **3. Documentation (Proof of Performance)**

(1) The Contractor shall document the services rendered in a transparent and comprehensible manner (service documentation). Unless otherwise agreed, the Contractor shall send the Project Manager or the respective Single Point of Contact (SPOC) detailed documentation of the services rendered in writing every 4 weeks. This documentation must include for each employee:

- a) the actual service performed (e.g. according to a project plan)

- b) date and exact hourly recording of the output,
- c) place of performance,
- d) and the results achieved.

(2) The delivery of Proof of Performance documentation of the services rendered is without exception a condition for payment of the remuneration - a breach of this obligation also constitutes a serious breach of the contractual conditions.

(3) After completion of the service provision (also after termination by the Customer) the Contractor will present and hand over a detailed and detailed final report. In any case, this includes the service period, services rendered, service and hour records and details of the specific service, the place of performance and the persons employed.

## **4. Scope of Services and Remuneration**

(1) Payment for the service shall be made either on a time and material basis with a maximum limit (total net amount) or on a fixed price basis. The relevant determination as well as the applicable remuneration rate shall be specified in the respective order.

(2) The Contractor is obliged to inform all affected purchasing departments of the customer immediately and without being requested to do so if he or the staff employed by him for the provision of the contractual services (employees or any subcontractors) simultaneously also work on other parallel projects in Telekom Austria AG Group during the assignment period or if this is planned. The Contractor has to inform about all projects, their exact scope, their duration, the corresponding SAP order numbers and the respective contact persons. Should the Contractor fail to comply with this obligation to notify, the customer expressly reserves the right to arrange for the verification of all payments made by Telekom Austria AG Group units for such parallel projects and to assert claims for reimbursement in this regard.

(3) If time units are taken as the basis for invoicing the services actually rendered, these must be proven to the customer. For this purpose, the Contractor shall submit detailed documents relating to the concrete services, which can be assigned to the named persons by stating the respective service/consultant category. Payment shall be made on the basis of the proof of performance confirmed by the Customer.

(4) The agreed remuneration shall cover all expenses incurred in connection with the performance of the service, in particular services provided by any subcontractors, all ancillary costs, travel expenses, travel and waiting times.

(5) Smaller additions, clarifications or participation in meetings on the subject of an order shall be made within the agreed fee.

(6) Premature services and/or partial services not contractually agreed require the express written consent of the Customer. A service provided before the agreed date shall not constitute a start of the run of a payment period linked to this date.

(7) Additional cost-relevant services and expenses which become necessary during the term of the contract must be agreed in writing between the contracting parties before they are provided, even if they are indispensable for the performance of the contract.

(8) The Contractor will offer A1 and its affiliated companies its services on the most favorable terms worldwide to A1 itself and/or an affiliated company of Telekom Austria AG for comparable services in terms of quantity, quality and market conditions. A corresponding exchange of information between A1 and its affiliated companies is possible at any time.

## **5. Right of Use**

(1) The Customer is entitled to the exclusive, irrevocable, unlimited in terms of time, place and content, transferable, sub-licensable, worldwide right of use

compensated with the agreed remuneration to all work results within the scope of the service provision. These work results include in particular presentations, reports, business principles, analytical concepts, approaches, methods, models, procedures, findings, ideas, formats and all other documents.

(2) In particular, the right of use also includes the right to complete or partial publication, reproduction, redesign and processing of documents, including their further use for subsequent assignments with third parties.

(3) The Customer's right of use shall apply in the event of termination of the relevant order.

(4) All rights of use and processing acquired by the Customer within the framework of the performance of the Contractor's services shall be fully settled with the agreed remuneration.

(5) The Contractor shall inform the Customer of any already existing proprietary rights and copyrights to the extent that these are necessary for the creation and use or exploitation of the work results. Included is the information about the circle of those entitled to dispose of these rights. The Customer shall be granted a non-exclusive and transferable right of use to such proprietary rights and copyrights of the Contractor. A claim to remuneration arising in this context is settled with the agreed remuneration.

(6) The Customer shall be granted a non-exclusive, irrevocable, transferable right of use, unlimited in terms of time, place and content, which shall be settled with the agreed remuneration, in respect of the knowledge brought into the process of performing the task and the knowledge of the Contractor.

(7) All work results that are achieved or derived from the performance of the contractual services by the Contractor belong to the Customer and only the Customer is entitled to register these worldwide as industrial property rights. The

Contractor shall support the Customer in the registration of these intellectual property rights and shall provide all documents and permits required for this purpose. The Contractor shall obligate its employees and subcontractors accordingly.

(8) If the Contractor also makes open source software (hereinafter referred to as "OSS") available to the Customer within the framework of the provision of services, he shall notify the Customer in writing of the OSS components as well as the applicable license provisions as soon as possible, but no later than upon provision of services or delivery.

## **6. Non-solicitation and Non-competition**

(1) During the term of a contract based on these General Purchase Conditions and for a period of six months after expiry or termination of such a contract, neither party shall actively endeavor to employ employees of the other party who are or have been significantly involved in the provision of services under a contract based on these General Purchase Conditions.

(2) The Customer acknowledges that the Contractor works for customers from different industries. However, this shall apply subject to the following agreement and to the extent that such activities by third parties do not create any collisions of interest with the agreed services for the Customer. In case of doubt, the Contractor shall immediately inform the Customer about activities for third parties with potential conflicts of interest - before the actual commencement of such activities.

(3) In order to avoid any conflicts of interest, the Contractor undertakes that all employees working for the Customer or any third parties involved in the performance of the contract shall not accept and perform any services for companies in the ICT sector (i.e. mobile communications, fixed network, Internet, TV, ISP (Internet Service Provider), IT providers, IT service providers, electricity providers) during the term of the contract and 6 months thereafter, neither in a direct

contractual relationship nor in an indirect contractual relationship.

(4) A violation of the provisions of this point is an important reason which entitles the Customer to dissolve the contract with immediate effect. In this case, the Contractor shall lose any claim to the agreed remuneration, unless services/deliveries already rendered are of benefit to the Customer. Claims for damages remain unaffected by this. The Contractor shall be liable to the Customer for all disadvantages and shall bear all additional costs incurred by the Customer as a result of the infringement of these provisions.

(5) In addition, the Contractor undertakes to pay an immediately due contractual penalty of EUR 70,000.00 to the Customer for each case of infringement of the provisions of this item. The assertion of further claims for damages remains unaffected.

## **SECTION A**

### **EXPENSE POLICY AND PRINCIPLES FOR THE CALCULATION OF MAN-DAYS**

(1) General Information

a) The contractor provides the SPOC (Single Point of Contact) of the client in the context of the tendering process with a rough overview of the expected expenses/incidental costs that can be expected to be incurred until the completion of a specific project.

b) In any event, the Client shall only reimburse such expenses/incidental costs and expenditure of the Contractor which:

- were demonstrably incurred in the course of providing the service,
- are based on the costs and expenses actually incurred by the contractor and
- are also justified within the meaning of the GTC.

c) Unless otherwise agreed, travel time shall not be deemed to be the time of performance of the service.

d) Changes of a personnel or structural nature at the Contractor (e.g. with regard to the seniority of an employee) during the performance of services do not entitle the Contractor to automatic adjustments of applicable man-day rates.

e) A person day consists of at least 8 hours per calendar day. The contractor cannot charge for any additional hours. If the client does not require a full man-day from the contractor, the parties to the contract shall agree this in advance. In this case the contractor is entitled to charge for the hours actually worked, but in no case more than 8 hours.

f) The provision of services on Saturdays, Sundays or public holidays does not entitle the contractor to charge additional costs. This also applies to the provision of services during the night.

g) Preparatory activities are - unless otherwise agreed - not regarded by the parties to the contract as part of the service provision and are therefore included in the agreed scope of services without additional costs.

h) The Contractor shall charge all costs and expenses for travel, accommodation, research and administrative activities (which in any case includes the graphic representation of work results) according to actual occurrence but limited to 10% of the order amount of the relevant order. In the event that research activities or administrative activities constitute a focal point of the service provision (e.g. benchmarking), regulations adapted to the specific individual case can also be agreed upon.

i) The Parties agree that travel expenses, in particular tickets for necessary flights, shall be purchased at particularly low cost, but shall in no case exceed the cost of an 'economy class ticket'. At the request of the Client, the Contractor shall demonstrate compliance with the present Expense Policy for travel, in particular by presenting invoices for flight tickets, taxi transport, tickets for public transport, etc.

j) With regard to accommodation costs, the Client reserves the right to book adequate hotels for the Contractor's employees or representatives. In any event, however, the contractor will choose the accommodation for his employees or representatives according to cost-saving and efficient criteria.

k) When organising meetings, the Contractor shall always adjust the number of persons participating, in particular its employees or representatives, in order to avoid unnecessary travel costs. The Client reserves the right to refuse to pay costs if an unjustified number of employees or representatives of the Contractor attended a meeting or if corresponding travel expenses were incurred as a result.

l) Furthermore, the client reserves the right to verify compliance with these cost rules, in particular by requesting the return of original invoices.

## (2) Travel categories

- air travel: All flights of the contractor require the prior written consent of SPOC of the client.
- rail travel: The contractor will use rail travel as the standard means of transport.
- car travel: All car journeys require the prior written consent of SPOC of the client.

## (3) Accommodation

For overnight stays within the scope of necessary journeys only standard business rooms are considered. Overnight stays in luxury hotels, luxury rooms or suites will not be replaced by the client under any circumstances.

## (4) Reimbursable expenses are in particular:

- Travel expenses (flight, train, metro, taxi, etc.)
- car rental costs, if necessary for a project
- Parking fees for a possible rental car
- Accommodation costs

Any change to the above list of eligible expenses must be agreed in writing in advance by the parties.

(5) Non-reimbursable expenses are in particular:

- any traffic fines (e.g. parking fines, fines for speeding, etc.)
- upgrades of any means of travel, provided that the cost of economy class is exceeded
- the purchase of technical equipment such as notebooks, smartphones, data cards etc., unless this has been agreed with the client in advance
- other costs such as clothing costs, hotel TV, other pay TV, fitness or wellness costs, etc. as well as any costs for a specific representative or employee of the contractor, if he could not work on a project due to illness or vacation.