



## **Annex for the purchase of education and training**

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

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

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

(2) In principle, the contractor is free to choose the place of performance when providing his services. However, if the project requires the services to be carried out partly on the premises of the Principal, the Contractor shall also be prepared to carry out the services in this respect on the premises concerned; the Parties shall agree on the place of performance taking into account the requirements of the project.

(3) The Contractor shall have sole authority to issue instructions to its own employees and any sub-contractors it uses. He is free in the organisation of the service provision and in the allocation of the time of his activity. However, if the project requires it, he will coordinate with other parties involved in the project in order to meet agreed deadlines.

(4) The Contractor undertakes to tax the remuneration received from the Client independently and properly in compliance with the relevant tax laws.

(5) The Contractor acknowledges that the contractual remuneration constitutes income from self-employment and that it is in no way in an employment, service or other employment relationship with the Client, so that it is responsible for paying any taxes and social security contributions. The contractual relationship in question is not subject to the social security obligation under the ASVG.

Therefore, the client does not register the contractor for social security.

(6) In the event of the use of employees, vicarious agents and subcontractors, the Contractor warrants that all necessary official permits (such as work permits / residence permits) are available. The contractor shall indemnify the client from all legal consequences arising from non-compliance with this requirement.

(7) The contractor is fully responsible for the deployment and performance of his personnel in connection with the provision of services. When working in facilities of the customer, the contractor is obliged to instruct his personnel to handle the customer's property with care and attention.

(8) The contractor is obliged to provide the client with information on the status of the project at any time.

(9) The Contractor shall exclusively entrust the fulfilment of the contractual obligations to sufficiently qualified employees and shall in particular ensure that any skills required by the Client are observed. Upon request, the Contractor shall provide the Client with a description of the training and activity profiles of the employees deployed or to be deployed, which shall indicate the qualifications for the services to be provided.

(10) The Contractor shall employ only as many staff as necessary for the project. These employees will be named to the client by name. Unless otherwise agreed, the contractor will also send the curriculum vitae of the respective employee within the framework of the offer. The exchange of these employees is only possible with the consent of the client. The client has the right to reject individual employees. In the event of a change of trainer, the project-specific transfer of know-how is at the expense of the contractor.

### **2. Presentation of the offer**

(1) The contractor undertakes to break down any flat-rate offers in the context of the offer in such a way that both calculated man-days and day rates and corresponding



project discounts are presented in a transparent and comprehensible manner.

### **3. Documentation and proof of performance**

(1) The contractor will document the services rendered in a transparent and comprehensible manner (service documentation). Unless otherwise agreed, the Contractor shall provide the Project Manager or the respective Single Point of Contact (SPOC) with detailed documentation of the services rendered in writing every 4 weeks. For training and coaching services, the attendance list signed by all participants is considered as proof of performance

(2) The delivery of traceable documentation of the services rendered is without exception a condition for payment of the fee - a breach of this obligation also constitutes a serious breach of the terms of the contract.

(3) Upon completion of the service provision (even after termination by the client), the contractor will present and hand over a detailed and extensive final report. In any case, this includes the performance period, services rendered, performance and hourly reports and details of the specific service, the place of performance and the persons providing advice.

### **4. Attendance list / evaluation**

(1) The Contractor is obliged to draw up a list of participants and send it to HR in the form of a list. The fields in the list are predefined by HR.

(2) In order to ensure the quality of the educational offerings, A1 Telekom Austria reserves the right to send employees to evaluate the seminars. Employees seconded by HR are not included in the list of participants.

### **5. Scope of services and remuneration**

(1) Remuneration for the service is either based on expenditure with a maximum limit (total net) or on a fixed price. The determination in this regard and the rate of remuneration to be applied shall be specified in the respective order.

(2) The Contractor shall be obligated to inform all affected purchasing departments of the Customer without being requested to do so and without delay if he or the staff (employees or any subcontractors) employed by him for the provision of the contractual services (employees or subcontractors, if any) simultaneously become active for other parallel projects within the Telekom Austria AG Group during the term of the contract or if this is planned. In this context, the Contractor shall provide information on all projects, their exact scope, their duration, the corresponding SAP order numbers and the respective telecommunication contacts. Should the contractor fail to comply with this duty of notification, the customer expressly reserves the right to arrange for the verification of all payments made by units of the Telekom Austria AG group for such parallel running projects and to claim reimbursement in this respect.

(3) If time units are used as a basis for billing the services actually rendered, these must be proven to the client. For this purpose, the Contractor shall submit detailed evidence relating to the specific services, which can be assigned to the named trainers/coaches, stating the respective training/coaching. The remuneration is based on the performance records confirmed by the client.

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

(5) Supplements of smaller scope, clarifications or participation in meetings on the subject of an order are to be provided within the framework of the agreed remuneration.

(6) Any additional cost-relevant services and expenses that 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.

### **6. Principles for the calculation of man-days**



(1) All expenses, costs for documents, moderation material and travel expenses are included in the daily rate. Any additional travel expenses are priced separately, taking into account the A1 Expense Policy (Section A).

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

(3) 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 automatically adjust applicable person-day rates.

(4) A person day consists of at least 8 hours per calendar day. The Contractor shall not be entitled to charge for any additional hours. If the Client does not require a full person day from the Contractor, the contracting parties 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.

## 7. Cancellation

(1) There are no cancellation fees for participants in open training courses (also accessible for third parties).

(2) In the event of complete cancellation of already scheduled trainings/project seminars and specialist coaching sessions specifically developed for the Client within the working days listed in the table below prior to the agreed performance by the Client for reasons for which the Client is responsible and which are not due to illness, accident or force majeure, the Contractor shall have the option of charging the percentage of the respective order amount listed in the table below if the service is not performed on a newly agreed date.

Working days	Percentage
Up to 15	0%
8 to 14	20%
4 to 7	40%
one to three	60%

## 8. Rights of use

(1) The Contractor is entitled to the copyright as well as the resulting industrial property rights, rights of use and exploitation rights to all copyrightable materials which are made available to the Contractor for the duration of the training course within the scope of the provision of services. The Contractor shall grant the Customer a right of use of the materials for an unlimited period of time, transferable within the Telekom Austria Group. The contractor holds all rights to training documents. However, the client is entitled to edit and copy training documents.

(2) The right of use also includes in particular the right to publish, reproduce, redesign and process documents in whole or in part, including their further use for follow-up contracts with third parties.

(3) The client's right of use shall also exist in the event of termination of the order in question.

(4) The Contractor shall inform the Client of any existing proprietary rights and copyrights. Any claim for remuneration arising in this connection is settled with the agreed remuneration.

(5) The client receives a non-exclusive, irrevocable, temporally, spatially and contentwise unlimited, transferable and with the agreed upon remuneration settled right of use of the knowledge brought into the process of the task fulfilment and the knowledge of the contractor.

(6) Should claims be made against A1 Telekom Austria due to the alleged violation of third-party rights, the Contractor shall indemnify and hold the Principal harmless in full.

## 9. Non-solicitation, non-competition

(1) During the term of a contract based on these GPC and for a period of six months after the expiry or termination of such contract, neither Party shall actively seek to hire employees of the other Party who are or have been instrumental in the performance of a contract based on these GPC.

(2) The client acknowledges that the contractor works for clients from different industries. However, this applies subject to the agreement made below and insofar as



such activities with third parties do not result in any conflict of interests with the agreed services for the client. In case of doubt, the Contractor must inform the Client immediately about activities for third parties with potential conflicts of interest - before the actual commencement of such activities.

(3) A breach of the provisions of this point is an important reason that entitles the client to dissolve the contract with immediate effect. In this case, the Contractor shall lose any claim to the agreed remuneration, unless services/deliveries already provided are of benefit to the Client. Claims for damages remain unaffected by this. The Contractor shall be liable to the Client for all disadvantages and shall bear all additional costs incurred by the Client due to the violation of these provisions.

## **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.