

EMPLOYMENT CONTRACT FOR DOCTORAL CANDIDATES

entered into by and between

AIT Austrian Institute of Technology GmbH

Commercial register number FN 115980i, Vienna Commercial Court
(hereinafter referred to as "Employer")

and

Mr. Runyao Yu, MSc., BSc.

born on July 23rd, 1995 in Chongqing

resident at: Gräfstraße 76, c/o Yuchen Tao, 60486 Frankfurt
(hereinafter referred to as "Doctoral Candidate")

1. Start of employment, duration, place of work, period of employment:

Upon the actual start of employment, Mr. Runyao Yu, MSc., BSc., shall be employed for a limited period of time from March 1st, 2023 to August 31st, 2024. Place of work shall be Vienna. The Doctoral Candidate agrees to provide his services in any permanent establishment of the AIT group of companies reasonably acceptable to him, if asked to do so by the Employer.

Weekly working hours shall be 30 hours based on a part-time-work factor of 77.92%, the calculation basis being 38.5 hours in accordance with the weekly working hours as stipulated in the collective bargaining agreement for non-university research activities. The distribution of weekly working hours shall be subject to the applicable internal regulations (see works agreement). Overtime and extra hours, if any, shall only be performed upon express instruction by the Employer. December 24th and December 31st are work-free days in accordance with the collective bargaining agreement for non-university research activities.

2. Doctoral thesis:

Mr. Runyao Yu, MSc., BSc., is currently working on his thesis on the topic of "Machine Learning for Outliers of Energy Markets" to obtain his degree as Doctor/PhD.

On the part of AIT, the Doctoral Candidate is supervised by Mr. DI Tobias Forster in preparing the thesis.

It is indispensable that the Doctoral Candidate organises an adequate supervision in accordance with the rules of the respective university at which the Doctoral Candidate prepares the scientific thesis to obtain a degree as Doctor/PhD. Within one year after the commencement of the contractual relationship, the Doctoral Candidate shall submit this doctoral thesis agreement including an exposé or comparable proof for the PhD study, after its approval by the respective university, to Mr. DI Tobias Forster and, subsequently, transmit it to HR. The ongoing and long-term monitoring of the topic of the doctoral thesis in connection with these documents shall form the basis of this contractual relationship. This contractual relationship neither forms a basis for claiming a degree as Doctor/PhD nor promises obtaining such degree.

Before submitting the doctoral thesis, approval by Mr. DI Tobias Forster shall be obtained.

3. Use, assignment:

Mr. Runyao Yu, MSc., BSc., will be employed with the Employer as Doctoral Candidate with respect to the topic mentioned above in the project "TU Delft AI PhD Kolleg" in accordance with the respective specifications of the Employer.

The Doctoral Candidate shall be assigned to the center Energy, Competence unit Integrated Energy Systems.

4. Remuneration, due date:

A remuneration of € 2.300,30 (two thousand three hundred 30/100) gross per month shall be agreed for 30 h/week. The remuneration shall be paid, on the last of day of each month, for the month thus ended, into the account to be indicated by the Doctoral Candidate no later than two weeks before the transfer.

5. Probationary period, termination:

The first month shall be a probationary period pursuant to section 19 Austrian Salaried Employees Act (*Angestelltengesetz*, AngG) during which each of the parties to this agreement can terminate the employment with immediate effect without having to state reasons. The contractual relationship shall end automatically after 14 months insofar as no doctoral thesis agreement or comparable proof of PhD studies has been submitted is concluded with the relevant university until the expiry of this period. The Doctoral Candidate is obligated to transmit these documents to the employer (HR department, mail: personalservices@ait.ac.at). The employment, which is limited in time, may be terminated by each of the parties to this agreement with effect as from the last day of each month giving notice as set out in section 20 AngG.

6. Vacation leave:

The provisions of the Paid Leave Act (*Urlaubsgesetz*) as amended shall apply. In general, vacation leave has to be used up in full in the course of the respective leave year.

7. Obligations of the Doctoral Candidate:

Within the scope of the topic of his doctoral thesis, the Doctoral Candidate undertakes to carry out and/or pursue his research, as set out in the project plan and/or the doctoral thesis agreement concluded with the university, in a diligent, lasting and target-oriented manner. The Doctoral Candidate shall periodically submit or give reports and presentations documenting the progress of the doctoral thesis. These include annual progress reports, which are ideally (not mandatory), also signed by the supervisor of the university. These progress reports are submitted to the Mr. DI Tobias Forster and sent to the HR department.

The Doctoral Candidate shall comply with the instructions of his line managers and observe all company guidelines (guidelines, safety regulations, process descriptions, etc.) and the applicable working hour regulations.

The recording of working time pursuant to the Working Time Act (*Arbeitszeitgesetz*) shall be the Doctoral Candidate's responsibility.

The Doctoral Candidate shall notify the Employer without delay if he is unable to work due to illness or accident.

The Doctoral Candidate may, if necessary, use the infrastructure needed for his scientific thesis (IT, copy machine, laboratory, etc.) also outside of the agreed working hours to a reasonable extent, without this further use or additional time spent being deemed any official assignment of work or hours worked. This authorisation is meant to enable the Doctoral Candidate to use his personal free time to complete his scientific thesis efficiently and quickly in his own interest and to avoid delays and idle time caused by technology if and insofar as this does not negatively affect the interests of the Employer or the use of the infrastructure for company purposes. The use of the infrastructure shall be coordinated with Mr. DI Tobias Forster and shall be permitted until further notice.

8. Personal details:

Upon starting his employment, the Doctoral Candidate shall present his ID documents and educational certificates and agrees to the electronic processing of his personal data.

The Doctoral Candidate shall notify the Employer without delay of any changes in his personal details. Notices of the Employer to the Doctoral Candidate shall be deemed served with legal effect if sent to the address last made known to the Employer by the Doctoral Candidate, as can be evidenced, and/or to the office e-mail address of the Doctoral Candidate.

9. Confidentiality of information and compliance with data protection provisions during employment and after termination of employment:

The Doctoral Candidate shall be bound to unconditional confidentiality in respect of all matters having become known to him, in particular business and trade secrets, data from data applications and any other matters concerning the Employer's interests. Such confidentiality shall remain in effect even after the termination of employment and shall also extend to any information and knowledge having become known to the Doctoral Candidate in the course of his work regarding companies affiliated with the Employer economically and/or under company law. The Doctoral Candidate shall not be allowed to reproduce and/or pass on any company information or documents having become known to him in the context of his work.

The Doctoral Candidate shall comply with the relevant data protection provisions as amended. The Doctoral Candidate shall, in particular, not disclose any personal data entrusted or made accessible to him in the course of his employment. The obligation not to disclose information also includes all data from data applications which have become known to him through other persons or companies in the context of his employment relationship with the AIT group of companies.

Pursuant to section 8(1)(2) Austrian Data Protection Act 2000 (*Datenschutzgesetz*), the Doctoral Candidate expressly agrees to the use or passing on of personal data, e.g. name, address, social security number, salary details, business trip data and similar data, by the Employer to funding bodies in Austria and abroad or to a settlement agency commissioned by them, solely for the purposes mentioned below, namely for applications for funding, funding administration, accounting and control.

10. Termination of employment:

Upon termination of the employment, the Doctoral Candidate shall return his company ID cards and any other documents or objects in his possession that belong to the Employer.

11. Work inventions, employer's right of use:

The Employer has a claim to the offer of a work invention made by the Doctoral Candidate during the period of the employment in the sense of § 7 par. 3 of the Austrian Patent Act (*Patentgesetz*). He has to state a position on this matter within a period of three months from the date of the offer and explain whether he will utilize the work invention for himself.

Unless there are regulations to the contrary within the AIT group of companies, the provisions of the Austrian Patent Act (*Patentgesetz*) shall apply. If parts of the work in connection with the scientific thesis are to be registered as a patent, the Doctoral Candidate undertakes to procure - to the extent that he is able to - when submitting the scientific thesis that access to it shall be restricted (thesis embargo).

The Doctoral Candidate furthermore grants his Employer the unrestricted right to use the works created in the course of his employment. This shall not affect the right of the author to claim authorship pursuant to section 19 of the Austrian Copyright Act (*Urheberrechtsgesetz*). Upon payment of the agreed remuneration, any and all claims of the Doctoral Candidate arising in connection with the creation of works shall be deemed settled.

12. Health check:

The Doctoral Candidate may be examined by a company doctor of the AIT group of companies or at a specific hospital, clinic or specialist practice in the context of a pre-recruitment medical check. Furthermore, the Doctoral Candidate declares his willingness to be examined by a company doctor if the Employer is under a statutory obligation to arrange for such examinations in connection with the Doctoral Candidate's work.

13. Employee provision fund:

The Employer has entered into a membership contract with APK Vorsorgekasse AG, 1030 Vienna, Thomas-Klestil-Platz 13, employee provision fund no.: 71.100 pursuant to section 11 Federal Act on Corporate Staff and Self-Employment Provision (*BMSVG*).

14. Miscellaneous provisions:

Any unsettled claims under this employment agreement shall be asserted in writing with the Employer within four months from having arisen, or be forfeited. In the case of timely assertion, the statutory limitation and expiry periods shall be deemed met.

The relevant labour law provisions (in particular the Salaried Employees Act (*Angestelltengesetz*), the Paid Leave Act (*Urlaubsgesetz*), the Working Time Act (*Arbeitszeitgesetz*), the Rest Periods Act (*Arbeitsruhegesetz*), the Equal Treatment Act (*Gleichbehandlungsgesetz*)), as amended, shall apply. Furthermore, the works agreements concluded between the works council and the Employer as amended shall apply. Amendments to these provisions shall be effective immediately if the works council has expressly agreed to such amendments. The works agreements are available at the HR department and can be viewed on the intranet at the following link: <http://intranet.ait.ac.at/working-for-ait/company-agreements/>.

Doctoral Candidates are not included in the Employer's job profiles. The works agreements on career models are thus not applicable. Moreover, the collective bargaining agreement for non-university research activities shall not be applicable to the employment of the Doctoral Candidate unless otherwise provided for therein (pursuant to section 3(2)(5) collective bargaining agreement for non-university research activities).


Vienna, January 5th, 2022

AIT Austrian Institute of Technology GmbH

Maria Leonhard-Maurer

HBV

Human Resources & Social Services


Wolfgang Hribernik
Prokurist (AIT)

Agreed: Runyao Yu, MSc., BSc.

