

Annex 1 to the General Terms and Conditions of Purchase of b.core consulting GmbH

Subcontractor Conditions

1. Scope and Ranking

This Annex supplements the General Terms and Conditions of Purchase of b.core consulting GmbH ("b.core", "GTCP") and forms an integral part of every order placed under them. It governs the conditions under which a contractor engaged by b.core ("Contractor") may itself engage third parties ("Subcontractors") in the performance of consulting services, including on-site inspections, walkthroughs, assessments, audits and training. In matters of subcontracting, this Annex takes precedence over the GTCP; in all other respects the GTCP apply unchanged.

2. Prior Written Approval

2.1 Without the prior written approval of b.core, the Contractor may neither transfer its obligations under the contract, in whole or in part, to third parties nor pass on the services and work assigned to it to other undertakings. This applies in particular to services for which the Contractor's own business is not equipped. The engagement of a further undertaking by a Subcontractor likewise requires the prior written approval of b.core.

2.2 Requests for approval shall be submitted in text form no later than ten (10) business days before the intended deployment and shall state the name and address of the Subcontractor, the scope, place and period of the intended work, and the individuals to be deployed together with their relevant qualifications and references.

2.3 Approval is granted for the individual case only, does not release the Contractor from any of its obligations and may be revoked for good cause. Approval already granted does not constitute approval for further orders.

2.4 If the Contractor deploys a Subcontractor without approval or breaches its obligations under this Annex, b.core is entitled to refuse the Subcontractor access to its own premises and those of its clients, to withdraw from the contract and/or to claim damages for non-performance.

3. Responsibility and Pass-Through of Obligations

The Contractor remains the sole contractual partner of b.core and is responsible for the acts and omissions of its Subcontractors and their personnel as for its own. The Contractor shall impose on each Subcontractor, in writing, all obligations it has assumed towards b.core – in particular those relating to confidentiality, data protection, information security, compliance, occupational safety, insurance and rights of use – and shall ensure that they are complied with. Upon request, the Contractor shall provide b.core with evidence of this.

4. Personnel and Qualification

Subcontractors shall deploy only qualified and duly instructed personnel and, where the activity requires it, personnel that has undergone the occupational health examinations prescribed by law or by the relevant employers' liability insurance association. Proof of qualification and, where applicable, of such examinations shall be provided upon request. b.core may, for good cause, demand the replacement of a Subcontractor or of individual members of its personnel, in particular where there are justified doubts as to the necessary experience or qualification or where occupational safety,

environmental or site rules are not observed. The Contractor shall provide qualified replacement without undue delay and at its own cost; agreed dates remain unaffected and resulting delays are borne by the Contractor.

5. On-Site Activities and Occupational Safety

Where services are performed at the premises of b.core or of its clients, the Contractor shall ensure that its Subcontractors observe all applicable site, access, briefing and safety rules, including the requirements of the respective client and the use of prescribed personal protective equipment. The Contractor shall notify b.core without undue delay of any accident occurring at or on the way to or from the place of performance. Statutory reporting duties remain unaffected.

6. Labour Law Requirements, No Employment Relationship

The Contractor shall ensure that its Subcontractors comply with all statutory provisions for the protection of employees, in particular the German Minimum Wage Act (MiLoG), the Posted Workers Act (AEntG) and the obligation to pay social security contributions, and shall indemnify b.core against any claims arising from a breach thereof. Subcontractors and their personnel remain organisationally integrated with the Contractor, receive instructions exclusively from the Contractor and do not enter into any employment relationship with b.core, even where services are performed on the premises of b.core or of its clients.

7. Confidentiality, Data Protection and Rights of Use

Before any access to confidential information, client data or client sites is granted, the Contractor shall bind the Subcontractor in writing to confidentiality on terms at least equivalent to those of the GTCP, on a need-to-know basis. Where personal data is processed, the agreements required under Art. 28 GDPR shall be concluded in advance. The Contractor warrants that the rights of use granted to b.core also cover all work results contributed by Subcontractors and that no third-party rights conflict with this.

8. Insurance and Client-Specific Requirements

The Contractor shall ensure that each Subcontractor maintains liability insurance in accordance with clause 10 of the GTCP for the entire duration of its deployment and shall provide evidence upon request. Where a client of b.core imposes additional requirements on the deployment of Subcontractors – such as approval reservations, security or background checks or site-specific rules – these apply in addition; b.core shall pass them on to the Contractor without undue delay.

9. Final Provisions

Amendments and additions to this Annex must be in writing. The place of jurisdiction is Essen. German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Should any provision of this Annex be invalid, the validity of the remaining provisions shall remain unaffected.

Essen, August 2026
b.core consulting GmbH