

General Service Conditions of b.core consulting GmbH

1. SERVICES

The services provided by b.core consulting GmbH (b.core) are subject to the 'General Service Conditions of b.core consulting GmbH.'

2. PAYMENT TERMS

In consideration for the provision of services by b.core, the customer pays b.core the fees and charges stated in the referenced offer, as applicable. The payment and invoicing for the services are carried out according to the details in the referenced offer. The customer pays b.core all due fees and charges net within thirty (30) days from the date of b.core's invoice.

3. PERIOD OF AGREEMENT

3.1. This contract comes into effect upon acceptance by the customer and in accordance with the agreed deadlines in the referenced offer, and is valid for a period of 12 months. Either party may terminate this contract at any time by written notice to the other party with a notice period of one hundred and twenty (120) days.

3.2. After the expiration of the validity mentioned in 3.1, the framework agreement for the retrieval of consulting days comes into effect under the conditions specified in the referenced offer. These are valid for the period mentioned under 3.1.

3.3. Either party may terminate this contract if the other party does not remedy a material breach of contract within ten (10) business days after receiving written notice of such breach.

3.4. Termination does not relieve the parties of rights, liability claims, or obligations that may have arisen by law or under the conditions of this contract before the date of termination. The expiration or termination of this contract does not affect the obligations listed in clauses 5, 6, 7, and 8.

4. THE OBLIGATIONS OF THE PARTIES

4.1. b.core will provide the services specified in the referenced offer for the customer.

4.2. b.core may, at its discretion and at its own expense, use independent contractors who have specialized experience to assist in the provision of the services.

4.3. The services provided by b.core include consulting and training services regarding aspects of the customer's business and operational processes. It should in no way be assumed that b.core assumes responsibility for or control over parts of the customer's business or operational processes. It is solely the customer's responsibility to accept or reject recommendations from b.core made within the scope of the services.

4.4. The customer and b.core agree and acknowledge that their collaboration and mutual commitment are essential for the successful implementation of this contract. To ensure that the services are provided on time and in full, the customer will work closely with b.core by providing inputs, content, and data from the customer, as well as feedback that is required for both parties to satisfactorily fulfill this mutual obligation, in a timely manner..

5. b.core's WARRANTIES AND LIABILITY

5.1. b.core guarantees that the sale of services provided for in this contract does not infringe upon any validly issued copyrights. b.core does not warrant (i) that the use of information provided by the customer, or (ii) that the customer's use of modifications will not constitute an infringement. b.core makes no further express or implied warranties regarding the services provided.

5.2. In no event shall either party be liable to the other party for any indirect, incidental, consequential, or other damages arising from the services rendered under this contract.

5.3. The entire liability of b.core to the customer for damages arising from a breach of this contract or the provision of services is limited to the total fees paid under this contract.

6. CONFIDENTIALITY

6.1. Information is considered "confidential information" if it is identified as confidential in writing by the disclosing party at the time of disclosure, or if it is identified as confidential by the disclosing party orally or visually and subsequently confirmed as confidential in writing within thirty (30) days of such disclosure. The receiving party shall use confidential information only for the fulfillment of this contract and shall not disclose this confidential information to any third party, except that b.core may retain customer-specific data after removing references or links to the customer and may use this information for the conduct of normative analyses and industry trend analyses, reporting, and benchmarking.

6.2. The receiving party shall protect the confidential information to prevent its disclosure to third parties. The receiving party shall disclose confidential information only to employees who need this information for the purposes of this contract. The receiving party may disclose confidential information to its affiliated companies and assumes responsibility for ensuring that its affiliated companies comply with the confidentiality provisions of this contract.

6.3. Notwithstanding the foregoing, this contract does not limit or affect the rights of the receiving party to use or disclose information for which the receiving party can demonstrate that: - is or may hereafter be in the public domain through no act or omission by the receiving party or any of its employees and/or consultants; or

- is already known to the receiving party prior to its receipt from the disclosing party; or
- is disclosed to the receiving party by a third party having the right to disclose the information; or
- is independently developed by or for the receiving party without the use of the Confidential Information disclosed by the disclosing party.

6.4. If confidential information must be disclosed in accordance with regulatory or legal proceedings, the disclosing party shall receive immediate written notice of such proceedings, so that it has the opportunity to intervene in such a process and challenge this disclosure.

6.5. The obligations of the receiving party under the terms of this confidentiality provision shall not expire earlier than three (3) years after the date of expiration or termination of this Agreement.

7. LICENSE TO b.core INTELLECTUAL PROPERTY

Assessment and Consulting – Reports and Results

Each party is the owner of all intellectual property that it owned prior to the execution of this Agreement. The customer is the owner of reports specifically created for the customer under this Agreement, except for the intellectual property of b.core contained therein, which remains the sole intellectual property of b.core. The customer grants b.core the perpetual, worldwide, irrevocable right to aggregate and retain customer-specific data after removal of references or links to the customer, and to use this information to conduct normative analyses and industry trend analyses, reporting, and benchmarking.

8. TAXES

8.1. b.core and the customer are each responsible for value-added taxes, consumption taxes, excise taxes, sales taxes (VAT), goods and services taxes (GST), and similar taxes and additional charges (collectively, the "Taxes"), and for remitting these in the manner prescribed by laws from duly constituted authorities responsible for this Agreement, levied against the respective party according to the laws of the said legal jurisdiction. In the event that other fees are to be levied, collected, or paid by b.core, the customer shall pay the amount of these taxes or fees to b.core, plus such additional amounts necessary to cover taxes that may be levied against b.core as a result of receiving such payments from the customer. The services provided by b.core are considered in total as business consulting services that are subject to VAT in the country of the recipient. The

customer is responsible for self-assessment of VAT in his country of residence. Should physical materials be provided as part of the security consulting service, the regulations for the delivery of goods apply for VAT purposes. In the case of export deliveries, b.core will clear the physical products for export, and the customer will clear the products for import and comply with related customs regulations.

- 8.2. All payments to be made under this Agreement shall be made in freely available funds without deductions or offsets and free from and without deduction for or on account of any taxes, levies, imports, duties, charges, fees, and withholdings of any kind, presently or later imposed by governmental authorities, fiscal authorities or other authorities, except as required by law. If the customer is obliged to make deductions or to withhold a source tax, it will pay b.core corresponding additional amounts so that b.core receives the full amount that b.core would have received without deductions or withholding tax.

9. MISCELLANEOUS.

- 9.1. Insurance: b.core commits to maintaining general liability insurance and professional indemnity insurance to insure against professional liability risks that may arise out of or in connection with the provision of the services.

- 9.2. Assignment: Neither party will fully or partially assign or transfer the contract without the prior written consent of the other party. However, and notwithstanding any provision to the contrary in this contract, b.core may fully or partially assign this contract to an affiliated company without the prior written consent of the customer.

- 9.3. Force Majeure: No liability arises from a delay in performance or non-performance caused directly or indirectly by circumstances beyond the control of the affected party. The party affected by force majeure will promptly inform the other party of the occurrence of force majeure and describe it in reasonable detail.

- 9.4. Notices: Notices and other notifications required under this contract shall be in writing.

9.4.1. to b.core:

b.core consulting GmbH
c/o David Faustmann
Am Waldthausenpark 9
45127 Essen, Germany
+49 176-5672 3637
faustmann@bcoreconsult.com

- 9.5. Independent Contractors. Each party is at all times an independent contractor and is responsible for the compensation and supervision of all its respective employees, agents, and consultants.

- 9.6. Entire Agreement. This Agreement, together with any appendices, attachments, or orders referred to in this Agreement, constitutes the entire agreement between the parties and supersedes all previous arrangements and/or other electronic or written agreements between the parties concerning the subject matter of the contract. Other terms do not apply.

- 9.7. Non-Solicitation. Neither the customer nor b.core will recruit or solicit employees, consultants, or contractors of the other party for a period of one (1) year from the date on which this Agreement ends.

10. GOVERNING LAW AND JURISDICTION

- 10.1. If both contracting parties are entrepreneurs, the courts at the headquarters of b.core consulting GmbH shall have exclusive jurisdiction for all disputes arising from or in connection with this contract.

Essen, December 2024
b.core consulting GmbH