

Terms of use of the simple system e-procurement platform for vendors

1. Preamble

The following sets out the applicable provisions for the terms of use between simple system GmbH, Haberlandstr. 55, 81241 Munich (hereinafter "simple system") and the Vendor in connection with the use of the e-procurement platform.

2. Definitions

- „**Vendors**“ are those companies that use the e-procurement platform of simple system to offer their own products and services (hereinafter: products) in their own name and for their own account.
- „**Customers**“ are those entities who, after successful registration on the simple system platform, act as prospective buyers of products offered for sale by the vendors.
- „**simple system**“ is the operator of the simple system platform through which customers and vendors come together to conclude contracts between them (e-procurement platform).

3. Scope

- (1) The Terms of Use apply to the conclusion of a contract on the use of the simple system platform as a vendor and the purchase of services from simple system. The contracting parties to these Terms of Use are the Vendor and simple system. If the Vendor sells goods or services to a customer via the simple system platform, the Vendor shall conclude a separate contract with the customer to which these Terms of Use do not apply.
- (2) Regulations from any individual agreements or framework agreements between the Vendor and simple system shall take precedence over these Terms of Use.
- (3) The Terms of Use shall only come into effect if the Vendor is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- (4) All contracts concluded with simple system in relation to the e-procurement platform shall be based exclusively on these Terms of Use, even if in the case of a permanent legal relationship no further explicit reference is made at a later date. Amendments to these Terms of Use, in particular deviating or supplementary terms and conditions of the Vendor, shall not become part of the contract. Such terms and conditions shall not become valid vis-à-vis simple system even if the contract is executed. Any amendment to these Terms and Conditions of Use added to an order confirmation by the Vendor shall be deemed a rejection of the offer by simple system. Silence on the part of simple system in response to order confirmations from the Vendor that refer to deviating or supplementary terms and conditions of business shall not be deemed to constitute consent on the part of simple system.
- (5) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Terms of Use.
- (6) The currently valid versions of the Terms of Use can be found at <https://company.simplesystem.com/agb/>
- (7) Other contractual components in addition to these Terms of Use are the remuneration agreement concluded between the Vendor and simple system.
- (8) All agreements deviating from the Terms of Use made between simple system and the Vendor for the purpose of implementing the contract must be made in writing.

4. General functional description of the e-Procurement platform

- (1) simple system is an e-procurement platform (hereinafter referred to as the "Platform") which handles the technical initiation, brokering and IT transmission of orders between customers and Vendors. The platform is a cloud application for indirect procurement. Vendors can make product catalogues with any number of different products available on the platform, which can be searched for, viewed and used for ordering by exclusively registered customers.
- (2) Customers can search for products via the platform and order them at the Vendors' prices. After the sale of the products, vendors pay simple system turnover-based commission in accordance with their commission rate, which is defined in the remuneration agreement concluded at registration.
- (3) Vendors can determine their visibility on the platform themselves. The following options are available:
 - a. The vendor is not visible to the public and works only with individual customers.
 - b. The vendor can proactively present himself for registered customers with their logo, company short description and product portfolio.
 - c. The vendor may (point b. provided) make available its products for sale through a public catalogue to all registered customers.

5. Access and conditions of use

- (1) There is no entitlement to registration or use of the platform. Simple system alone decides on the admission of Vendors to trade on the platform.
- (2) The sale of products is only possible after confirmation of the remuneration agreement and positive Vendor verification by simple system. The Vendor check by simple system may include the following dimensions and may be repeated at any time:
 - a. sanction party screening
 - b. PEP testing (testing of politically exposed persons)

6. Services and obligations of simple system for the provision of the platform

- (1) The service of simple system is limited to the provision of the platform. All orders placed by customers via the platform are made exclusively between the respective vendor and the customer. The purchase contracts resulting from the orders are only concluded between the vendor and the ordering customer. The contractual conditions of the vendor, for example in the form of general terms and conditions, shall apply to these purchase contracts.
- (2) simple system transmits the order data to the Vendor as entered by the Customer on the platform. There is no control of the correctness or plausibility of the content. simple system has no contractual obligation in this respect. The manner and format of data transmission to the Vendor can be configured based on the options available for selection. The vendor acknowledges this as being in accordance with the contract.
- (3) simple system and the Vendor shall inform the Customers that the Platform is to be regarded only as an order brokering tool in relation to the Customer.
- (4) simple system shall make available to the Customer the General Terms and Conditions of the Vendor, if they are available, in the latest version demonstrably and expressly sent to simple system by the Vendor for publication. The obligation of simple system in this respect shall be limited to enabling the Customer to take note of the General Terms and Conditions during the order process.

7. Services and obligations of the vendor for the sale of products on the platform

- (1) The Vendor shall ensure that its master data is up to date and shall be obliged to upload the respective valid form of its General Terms and Conditions to the platform in order to make them accessible to the Customers.
- (2) The Vendor shall upload its catalogues and prices as well as any updates to the catalogues to the simple system platform on its own responsibility.
- (3) The required catalogue data must be provided in a file format defined by simple system. Our applicable technical specifications can be found on the platform in the corresponding area. The Vendor shall assign catalogues uploaded on the platform to the respective customers himself (=customised catalogues).
- (4) Furthermore, the Vendor is recommended to define a catalogue as public in order to make this catalogue accessible to all customers registered on the simple system platform.
- (5) The uploading of catalogues or updates of catalogues as well as other services can also be taken over optionally by simple system at a charge. The prices to be paid for this shall apply in accordance with the currently valid service price list (Annex 1).

8. Catalogue types

- (1) simple system allows the Vendor to upload any number of catalogues. These catalogues contain the products for sale and the corresponding prices in a predefined format.
- (2) A distinction is made between customer-specific (partner) catalogues and public catalogues:
 - a. Customer-specific (partner) catalogues are assigned to one or more customers and apply exclusively to this Vendor-customer relationship (e.g. in the case of existing price agreements that are processed via the platform). This Vendor-customer relationship is not visible to third parties.
 - b. A public catalogue is a catalogue with a standard price list from which all customers registered on simple system can order immediately.
- (3) Different commission rates apply to customer-specific (partner) catalogues and the public catalogue, which are specified in the remuneration agreement.
- (4) The switch of a customer from a public catalogue to a customer-specific (partner) catalogue is possible when the customer does a so-called "catalogue application" to the respective vendor. Alternatively, the vendor can also offer its customer using a public catalogue an individual catalogue at any time.
- (5) In addition to the possibility of uploading catalogues to the platform, the Vendor may also set up an OCI Punch Out for Customers by arrangement and for a fee in accordance with the applicable service price list (**Annex 1**).

9. Remuneration

- (1) A commission shall be charged on the sale of the Vendors' products using the platform. The amount of the commission shall be determined in accordance with the remuneration agreement.
- (2) Further costs shall only be incurred in the event of the commissioning of individual services in accordance with the respective valid service price list (**Annex 1**).

10. Commencement and term of the user relationship

- (1) This contract enters into force upon registration and use of the platform and is concluded for an indefinite period.

- (2) The contract may be terminated by either party with 3 months' notice to the end of the month.
- (3) Termination without notice is possible if there is a good cause. Good cause for termination by simple system exists, in particular, if:
 - a. The Vendor is in default of payment for services rendered.
 - b. In the event of complaints from the Vendor's customers, the Vendor fails to remedy the situation despite being requested to do so by simple system or to prove that the complaint is unfounded.
 - c. simple system is prohibited from operating the platform or the continuation of operation is no longer reasonable for economic or other reasons.
- (4) Effective termination must always be in text form.
- (5) simple system reserves the right to adapt this agreement, the technical and content specifications, and the data protection declaration. The currently valid version of the Terms of Use can always be found on the simple system website <https://company.simplesystem.com/agb/>.
- (6) If the Vendor does not agree with the adjustments, it shall be entitled to notify simple system of this within four weeks of receipt of the notification of change. simple system shall have a special right of termination in this case. If such notification is not made within this period, the changes shall be deemed to have been accepted and shall come into force upon expiry of the period.

11. Confidentiality, analyses

- (1) The Parties undertake not to disclose to third parties any information which they obtain from each other in connection with the cooperation under this Agreement and not to use it for their own purposes which are not the subject of this Agreement.
- (2) During the term of the contract simple system is entitled to analyse and evaluate the buying and selling transactions of the customers and Vendors processed via the platform. This also includes the right to make the results obtained from the analyses and evaluations available to customers and Vendors in the form of reports or benchmarks, against payment or free of charge.
- (3) The data shall be consolidated and anonymised as far as possible. The non-anonymised, personal data contained in the data shall - unless otherwise agreed - only be used accordingly for the provision of the contractually agreed services.
- (4) The analysis, evaluation and provision of the data is carried out in particular with the aim of improving the range of services for customers and Vendors and to enable an increase in customer satisfaction with the product range and the development of new individualized customer offers.
- (5) Insofar as simple system anonymises and aggregates the data, it may also carry out analyses for the following purposes, for example:
 - a. to improve the product and service portfolio, technical resources, and support,
 - b. for research, new and further development of professional services,
 - c. to verify and ensure the integrity of the data,
 - d. to prepare forecasts and demand scenarios,
 - e. to identify and evaluate correlations and trends in industry segments,
 - f. to establish and expand applications in the field of AI (artificial intelligence); and
 - g. for anonymous benchmarking.

- (6) Simple System becomes the sole legal owner of the data and information obtained from the analysis at the time it is created. The intellectual property, industrial property rights and all other rights to the customer data remain with the customer or the other rights holders.
- (7) No financial claim arises for vendors or customers from the use of their data.
- (8) The privacy policy of simple system, which is accessible on the website <https://company.simplesystem.com/datenschutzerklaerung/> applies to the processing of personal data.
- (9) In addition to these Terms of Use, an agreement on the processing of personal data shall be concluded between the Vendor and simple system, which shall be made available to the Vendor as part of the registration process and shall regulate the mutual rights and obligations of the contracting parties.

12. Naming of the Vendor

- (1) The Vendor may be named on the website of simple system, on the platform and in marketing activities of simple system as its partner. In this case, the Vendor hereby gives its consent to the use of company details and logos in publications, demonstrations and as part of marketing activities (offline and online) of simple system.
- (2) The Vendor may revoke its consent to be named on the website of simple system, the platform and in marketing activities at any time.
- (3) If simple system or the Vendor terminate the contract, simple system may continue to use the Vendor's company details and logo for the current marketing measures. All marketing materials (e.g. brochures) with the Vendor's company details and logo that already exist up to this point may be used up - without any time limit. In all electronic areas (for example websites, appearances in social media or internet offers), all details will be updated and removed at the next regular update. A special arrangement is excluded.

13. simple system platform access data

- (1) The Vendor is responsible for ensuring the confidentiality of its access data for the simple system account. The Vendor may not disclose the access data to third parties.
- (2) The Vendor agrees to be responsible for all activities authorised through its simple system account unless it has taken all necessary and reasonable steps to ensure that the access details for the simple system account are kept secret and are stored securely.
- (3) The Vendor shall inform simple system immediately if there is any suspicion that an unauthorised third party has gained knowledge of the access data or has used the access data in an unauthorised manner or if this is to be expected.

14. Warranty, liability

- (1) Simple system shall be liable without limitation in cases of intent, gross negligence, injury to life, limb or health and to the extent that liability is mandatory without limitation for other statutory reasons.
- (2) In the event of a breach of material contractual obligations (so-called cardinal obligations), simple system's liability shall be limited to the foreseeable damage typical for the contract. Cardinal obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance the customers may regularly rely on.
- (3) In all other respects liability on the part of simple system is excluded.

- (4) The limitation of liability extends to all claims for damages, irrespective of the legal grounds. They also apply to the claim for reimbursement of futile expenses.
- (5) Insofar as the liability of simple system is limited or excluded, this shall also apply in favour of representatives, employees, vicarious agents and bodies of simple system.
- (6) Claims for damages against simple system shall become statute-barred in accordance with the statutory provisions and, in deviation from § 199 para. 3 no. 1 and no. 2 of the German Civil Code (BGB), at the latest in five years from the time at which the claim arose and, irrespective of the time at which the claim arose, at the latest in ten years from the commission of the act, the breach of duty or the other event causing the damage.
- (7) simple system accepts no responsibility for the correctness and completeness of the information or declarations made by a customer or Vendor. This also includes the actual existence of a user designated as a customer or Vendor who offers services or submits or accepts offers.
- (8) The Vendor shall indemnify simple system against all possible claims of the Customers which are addressed to simple system due to the mediation or execution of a purchase contract on the Platform..

15. Miscellaneous

The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If both parties are merchants, the place of jurisdiction shall be Munich.

Annex 1: Service pricelist for Vendors

Chargeable services	Price (net) excl. VAT.
Execution of special requirements by our technical support	
Subsequent revision of catalogues e.g. assignment of ecl@ss codes, addition of delivery times or search terms Manual import of catalogues, pictures or price files (Classic only) Import of catalogues from Excel tables or in CSV format (Classic only) Import of core assortment codes (Classic only) Import of customer-specific article numbers (Classic only) Moving customers to a new Vendor account (Classic only) (e.g. when closing or consolidating accounts)	each € 90,00 / hour
Use of an OCI catalogue	
Activation of the OCI module for an already existing Vendor account Annual usage fee for each 10 customers / 10 links One-time activation fee per customer / link incl. check of the OCI catalogue for compliance with guidelines and support in case of issues with the setup	€100,00 (one time) €600,00 (per annum) € 100,00 (one time)
Consultancy services (plus travel expenses)	
Consultant / Senior Project Manager Partner / Managing Director	€1.400 / day €1.800 / day