

# Remuneration agreement between the vendor and simple system GmbH

between

**Vendor** (as stated in the registration)

- hereinafter also referred to as **vendor** -

and

**simple system GmbH**

Haberlandstr. 55

81241 Munich

- hereinafter referred to as **simple system** -

on the paid use of the simple system e-procurement platform

## 1. Preamble

A user relationship either already exists between the parties via the e-procurement platform provided by simple system or it comes into existence with its use (registration).

By registration, the vendor is authorised to actively sell its own products via the platform.

## 2. Remuneration for order turnover

- (1) simple system charges turnover-based provisions for the use of the platform. The provisions are calculated based on the net turnover transacted by the vendor on the e-procurement platform.
- (2) The respective provision amount is based on the net turnover and the catalogue type (customer-specific catalogue on the closed partner marketplace or public catalogue on the open marketplace). The provisions charged on the net turnover can be found in Appendix 1.
- (3) Newly registered suppliers start with a commission rate of 4.00%. The commission rate is valid until the end of the respective calendar year. For the following calendar year, a new assessment is made based on the past net order volume of the last calendar year.
- (4) The determined provision rate is valid from the time of notification of the vendor by simple system for future invoicing. A retroactive application of a provision rate will not take place.
- (5) The provision is levied on the turnover before tax processed via the platform (hereinafter "order turnover"). The records of simple system are decisive for the calculation of the provision.
- (6) simple system shall also be entitled to a provision charged for the brokerage of a purchase contract if and insofar as a customer of the vendor withdraws from his purchase contract concluded on the platform with the vendor, such a contract is not concluded or is or becomes null and void.

- (7) Invoices for new vendors shall be issued retrospectively for the first time after 3 months and thereafter monthly.
- (8) simple system shall issue its provision invoices monthly if the invoice amount owed exceeds €50, but at least once a year. The vendor shall receive a transparent list of the sales made and the resulting provisions. The provisions are due for payment without deduction 14 days after receipt of the invoice.

### 3. Remuneration for additional services

Additional services require a separate order by the vendor. Prices and conditions for additional services can be found in the currently valid version of the Terms of Use.

### 4. Commencement and term of the remuneration agreement

- (1) This remuneration agreement requires the confirmation of the terms of use by the vendor and the registration on the platform.
- (2) Unless otherwise stipulated in this Agreement, the provisions of the Terms of Use of the e-procurement Platform shall apply in addition.
- (3) simple system is entitled to terminate the agreement for good cause.
- (4) 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 vendors' customers, if the vendor fails to remedy the situation despite being requested to do so by simple system, or if he is not able 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.
- (5) The contract can be terminated by either party with a notice period of 3 months to the end of the month. An effective termination must at least be in text form. The right to use the e-procurement platform shall also expire upon termination.
- (6) simple system reserves the right to adapt this agreement at any time. Any changes will be communicated to the vendor (at least in text form). If the Vendor does not agree with the changes, it shall be entitled to notify simple system of this within four weeks of receipt of the change notification. 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.

## 5. Miscellaneous

- (1) If any provision of this contract is wholly or partially contrary to statutory provisions or is void for any other reason, this shall not affect the validity of the remaining contract. Instead of the void or ineffective provision, such a provision shall apply that comes closest to the originally intended economic purpose.
- (2) This contract - together with its annexes - contains all agreements of the parties on its subject matter. In addition, the respectively valid terms of use shall apply. There are no ancillary agreements between the parties. The preliminary remarks and all annexes to this contract are integral parts thereof.
- (3) This contract shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (4) If both parties are merchants, the place of jurisdiction shall be Munich.

**Annex 1: Provision rates on net order turnover**

Tier	Net turnover from	Net turnover to	Provision fee in %
1	-€	24.999,99€	4,00%
2	25.000,00€	49.999,99€	3,90%
3	50.000,00€	74.999,99€	3,80%
4	75.000,00€	99.999,99€	3,70%
5	100.000,00€	149.999,99€	3,60%
6	150.000,00€	224.999,99€	3,50%
7	225.000,00€	349.999,99€	3,40%
8	350.000,00€	499.999,99€	3,30%
9	500.000,00€	749.999,99€	3,20%
10	750.000,00€	999.999,99€	3,10%
11	1.000.000,00€	1.999.999,99€	3,00%
12	2.000.000,00€	3.999.999,99€	2,70%
13	4.000.000,00€	5.999.999,99€	2,40%
14	6.000.000,00€	7.999.999,99€	2,10%
15	8.000.000,00€	9.999.999,99€	1,80%
16	10.000.000,00€	29.999.999,99€	1,50%
17	30.000.000,00€	39.999.999,99€	0,85%
18	40.000.000,00€	49.999.999,99€	0,80%
19	50.000.000,00€	99.999.999,99€	0,75%
20	100.000.000,00€		0,50%

All turnover generated via the **closed (partner) marketplace** shall be settled at the **provision rate applicable to the individual vendor**. Only the net turnover generated in the closed (partner) marketplace is used to determine the provision rate. Turnover for the open marketplace is not considered in the calculation, as it is settled at a separate provision rate.

If the open marketplace is used by providing a public catalogue, a uniform, net turnover-based provision of 6.00% shall be charged in deviation from the above values.

The provision rate "Open Marketplace" shall only be applied if a so-called public catalogue (visible to all simple system customers) is provided and only the sales generated via the public area shall be invoiced with this uniform provision rate. It is not decisive whether a customer is connected to a vendor via the closed (partner) marketplace, but from which catalogue he orders.