Conditions for the Sale of Products via simMarket

We (hereinafter: the "Operator") sell products and services to end customers in different legal ways. Depending on the subject matter of the contract -- i.e. the product and/or service to be purchased -- you (hereinafter: the "Seller") either conclude a contract with the Operator that allows the Operator to subsequently sell the relevant products and/or services to the end customers of the Operator in the Operator's own name (hereinafter: "Proprietary Business") or the Operator acts as a proxy for each product and/or service and mediates a contract between the Seller and the end customer (hereinafter: "Proxy Business"). The following provisions only regulate Proxy Business; regulations for Proprietary Business should be agreed separately between the Seller and the Operator and are not the subject of these terms and conditions. When the Seller opens a Seller Account, a contractual relationship is established between the Seller and the Operator, with the following content.

1. The Seller may propose software and/or hardware products to the Operator for sale on the platform simmarket.com (hereinafter: "the Platform"). The Seller can do this periodically by submitting the following information, among other things, to the Operator through the Seller's simMarket sales account: upload of product files; product description including screenshots or photos; net sales price of the product on the Platform.

2. If the Seller proposes a product to the Operator, the Operator will draft a product page for integration into the Platform and send the Seller a copy of this page (or a link to it) for approval. By approving the product page drafted by the Operator, the Seller agrees that the Operator is entitled to publish this page with its proposed content live on simmarket.com.

3. By approving a product page, the Seller agrees the following:

3.1 The Operator is authorised to offer the product on the Platform for download, or in the case of hardware for purchase, on behalf of the Seller and for the account of the Seller. This right is not geographically restricted, i.e. the product may be purchased by end customers worldwide, regardless of their place of residence. For the avoidance of doubt, the parties explicitly agree that the Operator is not obligated to offer the product at all or in any specific way. Accordingly, the Operator may decide on the positioning of the product on the Platform and the advertising of the product in advertising measures such as newsletters at all times and at the Operator's own discretion. The Operator may also

the contract. Please refer to Subsection 3.5 for special provisions concerning Value Added Tax (VAT).

3.3 The Seller acknowledges that, in accordance with the mandatory statutory provisions, the end customer may under certain circumstances be entitled to revoke the contract concluded between the end customer and the Seller. If an end customer exercises this right of cancellation and must therefore be refunded, the Seller shall be primarily responsible for doing so. However, if the end customer demands return of the payment from the Operator, the operator is entitled to satisfy this demand for the account of the Seller. In this case, the Operator is then entitled to deduct the corresponding amount owed by the Seller, as well as any bank processing fees, from outstanding payments to the Seller arising from other transactions. If there are no such payments at the relevant point in time, the Seller must reimburse the corresponding amount in cash.

3.4 The price at which the Seller offers the product on the Platform shall be determined by the Seller alone. However, the net price may not be less than €5. The Seller is entitled to change the price at any time on the Seller's simMarket sales account.

3.5 Notwithstanding Subsection 3.2, simMarket and not the Seller shall be deemed the contractual partner for VAT purposes when the end customer of the software download is a service recipient resident in the EU. In cases where simMarket is considered the contractual partner for VAT purposes, simMarket shall be responsible for submitting the VAT incurred on the end customer's payment.

4. The Seller agrees that the contract with the end customer shall be governed by German law and, if applicable, that the place of jurisdiction shall be Germany. However, the Operator does not guarantee that this agreement will have legal effect in all cases; in particular, specifying the place of jurisdiction may be inadmissible for legal reasons, foreign legal norms may claim precedence despite such a specification, or the specification may generally fail to apply in certain cases.

4.1 In addition, the Seller agrees that the concluded contract shall include general terms and conditions that the Operator may specify at the Operator's own discretion and is entitled to change at any time. The general terms and conditions for end customers currently specified by the Operator can be viewed at simmarket.com.

4.2 Sales of consumer products within the EU and into the EU are subject to the provisions of the GPSR. The seller agrees to provide all information required by the EU regulation fully in their merchant account and to indemnify the operator from any product liability claims. The operator ensures that the product presentation on its sales platform complies with the provisions of the GPSR, without assuming any substantive responsibility. If the operator becomes aware that a product poses a potential risk to the customer or does not comply with the provisions of the GPSR, the operator is entitled to immediately remove the product from the offer and to recall products already sold at the expense of the seller.

5. Warranty claims and other claims arising from the contract concluded between the end customer

7. Regardless of the legal grounds, the Operator shall only be liable for damages caused by the Operator's employees and vicarious agents if these damages occurred intentionally, through gross negligence, or, in the event of a breach of a material contractual obligation, through simple negligence. A material contractual obligation is any obligation whose fulfilment enables the proper execution of the contract and on whose observance the Seller relies or may rely as a matter of course.

7.1 In case of simple or gross negligence under Section 7, the liability shall be limited to typical damages that were foreseeable at the time of the conclusion of the contractor at the time of the breach of duty.

7.2 The liability of the Operator arising from the violation of an expressly granted guarantee, any damages under the Product Liability Act (ProdHaftG), or any injury to life, body or health remains unaffected.

7.3 In the event of a loss of data, the Operator's liability under Section 7 shall be limited to the typical restoration costs that would arise if risk-appropriate backup copies were regularly created.

7.4 The Operator is not liable to the Seller for the fulfilment of the payment obligations of the end customer. In particular, in cases where an end customer has paid by credit card or with an online payment service and the payment is subsequently reversed, the Operator is not obligated to make a payment to the Seller. If the Operator has already paid out the end customer's original payment to the Seller, the Seller is obligated to refund the payment. The Operator may instead choose to deduct the refundable amount from outstanding payments to the Seller arising from other transactions. The Seller shall reimburse the Operator for any costs incurred by the Operator due to the cancellation of a payment by the end customer; the previous sentence also applies to this provision.

8 The Operator shall receive a commission for all transactions involving the Seller's products that are concluded via the Platform. The amount of the commission depends on the remuneration and marketing model selected by the Seller ("Commission Plan"). The applicable commission rates are shown in an overview that can be displayed.

8.1 The commission shall be calculated on the basis of the net amount invoiced to the customer for the Seller's product (excluding VAT).

8.2 The claim for payment of the commission arises as soon as and to the extent that the end customer makes the payment for the transaction that gives rise to the commission.

9. For each calendar month, at the latest by the last day of the following month, the Operator shall issue a statement of the transactions involving the Seller's products that were completed during that month, as well as the commission claims that are due. To do this, a link to an online statement can be sent to the Seller by email. In general, the monthly statement is available to be viewed in the

will be borne by the recipient.

10. The contractual relationship between the Operator and the Seller is not exclusive. The Seller is free to market the product in other ways. Conversely, the Operator is free to market similar and competing products from other providers via the Platform.

10.1 If the seller offers product novelties exclusively to the operator for a limited period of time, the operator reduces the commission to 20% for a period of 2 weeks after the start of the sale. After the expiration of the two weeks, the commission increases to 30%. (This offer does not apply to sellers who already have an agreed commission of 25% or below).

10.2 If the seller uses the 20% offer under point 10.1, he is allowed to offer product novelties simultaneously in the in-house store. The prerequisite is a simultaneous start of sales in the store of the seller and the operator.

10.3 The Seller undertakes to offer product novelties according to item 10.1 exclusively to the Operator for 2 weeks. The Operator reserves the right to raise the commission to 30% retroactively in case of violation. Exception point 10.2

11. The Seller guarantees that the products proposed by the Seller for marketing on the Platform are free of third-party rights and that the Seller is entitled to sell them worldwide. The Seller undertakes to indemnify the Operator on first request from any claim and reimburse the Operator for all damages and costs incurred by the Operator as a result of end customers or other third parties asserting claims against the Operator due to an alleged defect of title and/or an alleged violation of rights in connection with a product offered by the Seller. For hardware, the same applies to claims against the Operator concerning product liability.

12. The Seller undertakes to keep all files associated with products offered on the Platform available at all times or, in the case of hardware, to ensure their constant availability. The Seller must inform the Operator of any restrictions immediately after they become apparent to the Seller.

13. The contractual relationship between the Operator and the Seller is established for an indefinite period of time. Both parties are entitled to terminate the relationship at any time without notice. Any termination must be made in writing.

13.1 After termination of the contract, the Operator will no longer offer the Seller's products on the platform. The validity of transactions concluded before the termination of the contract shall remain unaffected. The authorisation granted to the Seller to retain and offset payments shall also remain in force until all claims against the Seller have been settled.

13.2 The contractual relationship between the Operator and the Seller is subject to German law to the exclusion of the provisions of international private law. UN sales law does not apply. The place of

19.DECEMBER.2024

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REX GAME STUDIOS

MFS20

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4   SKYSIMULATIONS DC-9 MSFS24
SKY SIMULATIONS

MFS24

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