



These Supplemental Terms govern Customer's access to and use of the Mirakl Payout.

1. DEFINITIONS

Any capitalized term not defined herein shall have the meaning ascribed to it in the General Terms of Use or, if applicable, in an Order Form.

"Customer Platform" means an online e-commerce platform operated by Customer for its own business needs through which Sellers may directly or indirectly sell products and/or services to end customers.

"Production Use" means the use of the Production Environment of the Cloud Service for the processing of real transactions.

"Seller" means a third-party individual or legal entity who may offer and sell products and/or services on the Customer Platform.

2. MIRAKL PAYOUT SOLUTION DESCRIPTION

The Mirakl Payout Solution is the combination of the Mirakl Payout Platform and the Payment Services, which allows Customer to manage settlements and distribution of the proceeds of Sellers' transactions on the Customer Platform.

The Mirakl Payout Platform means a Cloud Service provided by Mirakl under the Agreement, as further described in the Documentation, that Customer accesses and uses to interface its Customer Platform with the Payment Service Provider system to receive the Payment Services.

The Payment Services are provided to Customer by one or more Payment Service Providers. The Payment Service Providers are third-party regulated entities that hold the relevant payment licenses necessary to hold and process payment transactions on behalf of Customer and/or Sellers. The Payment Services are at all times subject to a separate agreement between Customer and a Payment Services Provider.

3. USE OF THE PAYOUT SOLUTION

3.1. Prerequisite. Customer agrees that the Production Use of the Mirakl Payout Platform is subject to the prior execution by Customer of the Payment Service Provider's terms of service, as well as the Payment Service Provider performing regulatory checks, including KYBC ("Know Your Business Customer") controls, pertaining to Customer's business. Customer authorizes Mirakl to communicate to the Payment Services Providers all documents relating to Customer necessary for the Payment Services Provider to perform such KYBC.

3.2. Use Policy of the Payout Solution. Customer agrees to use the Mirakl Payout Solution only in relation to the Customer Platform and for lawful purposes. Customer represents and warrants that Customer is not and has not been involved in any fraudulent or criminal activities, including money-laundering or terrorism financing activities.

3.3. Scope of use

3.3.1 Use of the Mirakl Payout Solution. From the date of this Agreement, Customer shall use the Mirakl Payout Solution to manage settlements and distribution of the proceeds of Sellers' transactions on the Customer Platform, to the extent technically possible, and subject to the availability of the Mirakl Payout Solution.

3.3.2 Existing payout solutions. Notwithstanding section 3.3.1, Customer shall remain entitled to use the payout solution(s) in place prior to the date of this Agreement, if applicable, to manage settlements and distribution of the proceeds of Sellers' transactions, for the territories already covered.

3.4. Payment instruction. If and when necessary, Customer authorizes Mirakl to provide the Payment Service Provider with payment instructions on Customer's behalf in accordance with the transaction data received by Mirakl from the Customer Platform.

4. MIRAKL PAYOUT FEES

Customer agrees and acknowledges that the Mirakl Payout Fees invoiced by Mirakl to Customer incorporate the fees charged by the Payment Service Provider to Mirakl for the Payment Services and the Subscription Fees applicable to the Mirakl Payout Platform.



5. MIRAKL PAYOUT PLATFORM SUSPENSION

Notwithstanding anything to the contrary under the Agreement, Mirakl may suspend the provision of the Mirakl Payout Platform at any time upon written notice to Customer for causes related to the Payment Services or if required under applicable laws.

6. DISCLAIMER

IN NO EVENT SHALL MIRAKL BE LIABLE FOR PAYMENT SERVICES PROVIDED BY PAYMENT SERVICE PROVIDERS TO CUSTOMER.

7. COUNTRY-SPECIFIC TERMS: MIRAKL SAS

For customers signing with Mirakl SAS, Customer is informed that Mirakl is, for the purpose of the provision of the Mirakl Payout Platform, member of a regulated profession. To that extent, and as required under Article 19 of Law No. 2004-575, For Confidence in the Digital Economy, Mirakl hereby informs Customer of the following:

- Applicable professional rules: Mirakl's activity is governed by the French Monetary and Financial Code (FMFC) and subject to the control of the ACPR (French supervisory authority)
- Professional title: Payment Services Intermediary Non-Exclusive Mandate (« *Mandataire non-exclusif en opérations de banque et en services de paiement (MOBSP)* »)
- Member state where that title was granted: France
- Professional organism where Mirakl is registered: ORIAS, under number 23003183