

These terms govern Customer's access to and use of the Mirakl Payout Platform and are made supplemental to the agreement between Mirakl and Customer (the "Agreement") governing Customer's access to and use of the Mirakl Cloud Services. All capitalized terms not defined herein shall have the meaning ascribed to them in the General Terms of Use or, if applicable, in an Order Form.

1. DEFINITIONS

<u>Customer Platform</u>	means an online e-commerce platform operated by Customer for its own business needs through which Sellers can sell products and/or services to end-customers.
<u>Production Use</u>	means the use of the Production Environment of the Cloud Services for the processing of real transactions.
<u>Seller</u>	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 is a Cloud Service provided by Mirakl under the Agreement, as further described in the Documentation, that Customer accesses and uses to interface the Customer Platform with the Payment Services Provider's system to receive the Payment Services.

The Payment Services are provided to Customer by one or more Payment Services Providers. The Payment Services 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 Services Provider's terms of service, as well as the performance of regulatory checks by the Payment Services Provider pertaining to Customer's business, including KYBC ("Know Your Business Customer") controls. 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) Usage 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. 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 the Agreement, if any, to manage settlements and distribution of the proceeds of Sellers' transactions, for the territories already covered.

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

4. MIRAKL PAYOUT FEES

Customer agrees and acknowledges that the fees invoiced by Mirakl to Customer for its use of the Mirakl Payout Platform incorporate the fees charged by the Payment Services Provider to Mirakl for the Payment Services and the Subscription Fees of 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 THE PAYMENT SERVICES PROVIDERS TO CUSTOMER.

7. COUNTRY-SPECIFIC TERMS: MIRAKL SAS

Should the Agreement be signed between Customer and the entity Mirakl SAS, Customer is informed that Mirakl is, for the purpose of the provision of the Mirakl Payout Platform, the member of a regulated profession. To that extent, and as required under Article 19 of Law No. 2004-575, on 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.