

# SUPPLEMENTAL TERMS FOR MIRAKL PAYOUT PLATFORM



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>End Customer</u>	means an individual or business entity that purchases products and/or services on the Customer Platform.
<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 single third-party who may offer and/or sell its 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 moneylaundering 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.

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### 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 (i) the Fees for the Mirakl Payout Platform and (ii) any fees charged by the Payment Services Provider to Mirakl for the Payment Services.

### 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.

Customer acknowledges that the Mirakl Payout services rely on certain information, processes and cooperation from the Customer's selected pay-in provider ("Pay-In Provider"). Mirakl will work in good faith and with commercially reasonable efforts to support the Customer regardless of the Pay-In Provider selected. However, if Customer or the Pay-In Provider requires the upstream payout provider or Mirakl to perform actions or processes that fall outside their standard services, Mirakl and/or the upstream payout provider may be unable to accommodate such additional requests. In such case, Mirakl will notify Customer and the parties will discuss the matter in good faith.