

These Supplemental Terms (the “Terms”) govern Customer’s access to and use of the Mirakl Payout Platform and supplement 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 will have the meaning ascribed to them in the Agreement.

1. **DEFINITIONS**

<u>Customer Platform</u>	means an online e-commerce platform operated by Customer for its own business needs and through which Sellers can sell products and/or services to end-customers.
<u>Customer T&amp;Cs</u>	means the general terms and conditions of use of the Regulated Services concluded directly between the Payment Service Provider and Customer for the provision of the Regulated Services.
<u>Direct Operator Agreement</u>	means the direct agreement between Mangopay and the Operator that is required for the purpose of implementing the Payment Solution for the Operator
<u>Payout Domestic</u>	Means a PAY-OUT conducted in a currency that corresponds to the currency of the country of the receiving external bank account.
<u>Payout Non-Domestic</u>	Means any PAY-OUT to an external bank account other than PAY-OUT Domestic, such as but not limited to SWIFT Payout to an external bank account
<u>Payment Method</u>	means any payment method proposed by Customer and allowing an End Customer to purchase products or services sold by a Seller or Customer through the Customer Platform.
<u>Regulated Services</u>	means the regulated services provided by the Payment Service Provider to Customer and its Sellers.
<u>Payment Service Provider</u>	Mangopay U.K. Limited, A limited liability company incorporated in England and Wales with company number 14111900, whose registered office is at 32-34 Great Marlborough Street, London W1F 7JD, United Kingdom, approved as an electronic money institution by the Financial Conduct Authority (FCA) and authorised to issue e-money
<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.
<u>Seller T&amp;Cs</u>	means the general terms and conditions of use of the Regulated Services concluded between the Payment Service Provider and the Seller for the provision of the Regulated Services.

Third-Party PSP

means a credit institution, an electronic money institution, or a payment institution authorized in a country member of the European Union or party to the European Economic Area or UK, with which Customer has a business relationship in order to provide a Payment Method to End Customers for the payment of services or goods purchased through the Customer Platform.

Transaction

Means a transfer of funds to an external account (and not a transfer between two wallets) made by Customer or its Sellers.

**2. MIRAKL PAYOUT SOLUTION DESCRIPTION**

The “Mirakl Payout Solution” is the combination of the Mirakl Payout Platform and the Regulated Services, which allows Customer to manage settlements and distribution of the proceeds of 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 Service Provider’s system to receive the Regulated Services.

The Regulated Services are provided to Customer by the Payment Service Provider, which is a third-party regulated entity that possesses the payment license(s): e-money institution to hold funds and process payment Transactions on behalf of Customer and/or Sellers. The Regulated Services is subject to a separate agreement between Customer and the Payment Service Provider.

**3. REQUIREMENTS FOR USE OF THE PAYOUT SOLUTION**

**3.1) Bank Account.**

The Payment Services are provided to Customer and its Sellers subject to their having an account opened in their name with a bank authorized within the United Kingdom or a Member State of the European Union, a State of the European Economic Area, or a State requiring equivalent AML/CFT measures.

**3.2) Activities.**

Customer shall only use the Mirakl Payout Solution for the Customer Platform and only for the activities disclosed during Customer’s onboarding by the Payment Service Provider.

**3.3) Production Use.** 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 Customer T&Cs, as well as the performance of regulatory checks by the Payment Service Provider pertaining to Customer’s business, including KYBC (“Know Your Business Customer”) controls. Customer authorizes Mirakl to communicate to the Payment Service Providers all documents relating to Customer necessary for the Payment Service Provider to perform such KYBC.

**3.4) Commitment of Use.**

**3.4.1) 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.

**3.4.2) Pre-Existing Payout Solutions.** Notwithstanding section 3.2, Customer will remain able to use its pre-existing payout solution(s) (those in place prior to the date of the Agreement), if any, to manage settlements and distribution of the proceeds of Sellers’ transactions, and only for the territories already covered by such pre-existing solution.

**3.5) Transactional Instructions.** If and when necessary, Customer authorizes Mirakl to submit the transactional instructions to the Payment Services Provider, on Customer’s behalf, solely in accordance with the transaction data received by Mirakl from the Customer Platform.

#### 4. PROVISION OF REGULATED SERVICES

The Regulated Services is provided to Customer and Sellers, in the context of their activity on the Customer Platform, through the Payment Service Provider's (a) Direct Operator Agreement and Customer T&C's, or (b) Sellers' T&Cs, as follows:

- (i) Direct Operator Agreement and Customer T&C's: The Direct Operator agreement and Customer T&Cs signed by Customer directly with the Payment Service Provider
- (ii) Sellers' T&C's: The Seller T&Cs accepted by Sellers may be updated by the Payment Service Provider from time to time upon reasonable written notice sent by Payment Service Provider to Customer.

For the use of Mirakl Payout Solution, Customer acknowledges that it shall be and remain approved by the Payment Service Provider regarding its compliance with AML/CFT requirements.

#### 5. MIRAKL PAYOUT FEES

The fees for the Mirakl Payout Solution encompass all fees applicable to both the Mirakl Payout Platform and the Regulated Service.

#### 6. 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 Regulated Services, in case of Customer's non-compliance with these Terms, or if required under applicable laws.

#### 7. DISCLAIMER

IN NO EVENT WILL MIRAKL BE LIABLE FOR THE REGULATED SERVICES PROVIDED BY THE PAYMENT SERVICE PROVIDER 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.

#### 8. ASSIGNMENT

In addition to Article "Assignment" of the Agreement, Mirakl may assign provision of the Mirakl Payout Platform to one of its Affiliates. In such case, Customer agrees to sign an assignment agreement to such effect.

#### 9. APPOINTMENT OF MIRAKL AS AGENT OF PAYMENT SERVICE PROVIDER

##### 9.1) Current Regulatory Status.

As of the date of the signature of the Agreement, Mirakl acts as a technical service provider to provide the Mirakl Payout Platform to the Customer.

##### 9.2 Potential Appointment of Mirakl as Agent of Payment Service Provider.

In the event that Mirakl is appointed agent of Payment Service Provider (or assumes a similar regulatory role under applicable United Kingdom regulations):

## SUPPLEMENTAL TERMS FOR MIRAKL PAYOUT PLATFORM



- Mirakl will notify Customer of its appointment as an agent of Payment Service Provider.
- Customer shall (i) cooperate and assist Mirakl and the Payment Service Provider, and coordinate with third party service providers to comply with their own regulatory obligations, in such respect.
- The existing contract between Customer and Mirakl will remain in effect until the formal acceptance of new Mirakl supplemental terms by the Customer and the appointment of Mirakl as an agent.