

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

## 1. DEFINITIONS

<u>Advertiser</u>	means the Sellers or other third parties displaying ads on the Customer Platform.
<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>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 SALES HOUSE DESCRIPTION

The services provided by Mirakl as part of Customer's subscription to Mirakl Sales House are described under Appendix 1 hereto.

Customer agrees and acknowledges that Mirakl may only provide such services if the following conditions are met:

- Customer shall cooperate with Mirakl and ensure that all stakeholders (employees, sub-contractors, Sellers, service providers, etc.) also cooperate and provide all necessary information for Mirakl to perform the services, including at a minimum: (i) access to product catalog and sales performance data, (ii) information relating to Advertisers (contact details, status, product categories), and (iii) traffic and audience data for the Customer Platform; and
- Customer shall introduce the Mirakl teams to the Advertisers. Customer will ensure to obtain the Advertisers' consent to allow Mirakl to contact them for commercial prospecting purposes, as part of the services.

All services provided by Mirakl are carried out in the name of, on behalf of, and under the supervision and responsibility of Customer.

Customer grants Mirakl exclusive rights to sell its advertising spaces to the Advertisers listed in the Order Form, for the entire duration of said Order Form.

To support the ongoing development and optimization of the Customer's retail media program, the Parties shall meet at a frequency to be agreed upon by mutual consent, through a committee comprising representatives of each Party with appropriate authority. During such meetings, Mirakl will present relevant insights and analyses relating to the performance of the retail media program, including demand-side trends, opportunities, and actionable recommendations aimed at enhancing advertising outcomes and driving program growth. These sessions will serve to review current results, align on objectives, and collaboratively define or update the action plan to achieve agreed goals.

## 3. SUBCONTRACTING

Notwithstanding anything to the contrary in the Agreement, Customer agrees that Mirakl may subcontract the provision of advertising management services, subject to Mirakl's sole discretion. In such case, Mirakl remains responsible for any breach of the Agreement by its subcontractors.

APPENDIX 1

Scope and Standard of Performance:

Mirakl will perform the Services described in this Appendix using commercially reasonable efforts. The Services are intended to support Customer's advertising monetization activities but do not include any guarantee of results (including revenue, advertiser spend, fill rate, CPC/CPM, conversion rate, or performance of any campaign) unless otherwise expressly specified in the Agreement.

The services provided by Mirakl as part of Customer's subscription to Mirakl Sales House consist of:

**Appendix 1**

1. Strategic Planning and Program Management

- Collaborate with Customer to develop and periodically update a comprehensive strategy and action plan for the retail media program, including demand generation initiatives and revenue objectives. Any ad revenue objectives shall be jointly reviewed and agreed upon by Mirakl and Customer.
- Define, align, and review key performance indicators and priorities, leveraging Customer input and market insights.
- Provide analyses of program performance, including trends in organic and sponsored activity, to inform data-driven decisions and support business growth.
- Develop performance dashboards and business reviews, subject to the availability of relevant data from Customer.

2. Advertiser Engagement and Support

- Engage with Advertisers to present Mirakl's retail media offering, explore collaboration opportunities, and support their successful onboarding and activation within the program.
- Provide consultative support to Advertisers regarding advertising strategy, campaign optimization, and best practices, regardless of whether campaign operations are managed by Mirakl or conducted on a self-service basis by the Advertiser.
- Identify and develop new business opportunities with existing and prospective Advertisers, in order to drive incremental demand and revenue for the Customer's retail media program.

3. Performance Insights and Optimization

- Advise Customer on strategies to optimize advertising yield, campaign effectiveness, and the overall monetization of advertising spaces, in line with Customer's objectives and industry best practices.
- Develop and share dashboards and business reviews with Customer and Advertisers, providing transparency and actionable insights into program performance and growth opportunities.
- Support the analysis of marketing product performance related to advertising management services.