

These Supplemental Terms for Mirakl Payout Platform (the “Terms”) govern Customer’s access to and use of the Mirakl Payout Platform and are made supplemental to the agreement governing between Mirakl and Customer governing Customer’s access and use of Mirakl Cloud Services (the “Agreement”).

These terms include the following annexes:

- Annex 1: List of Customer’s Onboarding Information; and
- Annex 2: Compliance with financial regulation.

1. DEFINITIONS

All capitalized terms not defined hereinafter shall have the meaning ascribed to them in the Terms of Use or, if applicable, in an Order Form.

<u>Accepted Activities Guidelines</u>	means the Payment Service Provider’s internal policies regarding prohibited and restricted activities, available on the website: https://mangopay.com/prohibited-businesses . This list may be updated from time to time by the Payment Service Provider.
<u>AML/CFT</u>	means anti-money laundering and combating the financing of terrorism.
<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&Cs</u>	means the general terms and conditions of use of the Payment Services concluded between the Payment Service Provider and Customer for the provision of the Payment Services. The Customer T&Cs are available at https://mangopay.com/terms/mirakl .
<u>End Customer</u>	means an individual or business entity that purchases products and/or services on the Customer Platform
<u>Non-Domestic Payout Transaction</u>	means any Transaction other than the following payouts: - - EUR: payout SEPA with an account type IBAN - GBP: payout in the UK with an account type GB - USD: payout in the US with an account type US - CAD: payout in Canada with an account type CA - Nordics: payout in the Nordics with an account type IBAN - PLN: payout in Poland with an account type IBAN
<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>Payment Services</u>	means the payment services provided by the Payment Service Provider to Customer and its Sellers.
<u>Payment Service Provider</u>	means Mangopay SA (a public limited company under Luxembourg law and registered at the Luxembourg Trade and Companies Register under number B173459, authorized to carry out business activities in the European Economic Area under the European passport, as an electronic money institution approved by the Commission de Surveillance du Secteur Financier, 283 route d’Arlon L-1150 Luxembourg), a third-party regulated entity that hold the relevant payment license necessary to hold and process payment transactions on behalf of Customer and/or Sellers.

<u>Payment Service Provider Account</u>	means an account opened by the Payment Service Provider in the name of a Seller, or the Customer and used for the provision of Payment Services. This account is not equivalent to a deposit account and does not bear any interest.
<u>Production Use</u>	means the use of the Production Environment of the Cloud Services for the processing of real transactions.
<u>Receiving Account</u>	means a technical account used for the purpose of recording the amounts settled by Third-Party PSP to the Payment Service Provider. A virtual IBAN number is assigned to this Receiving Account. The Receiving Account is not a payment account in the meaning of applicable regulations.
<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&Cs</u>	means the general terms and conditions of use of the Payment Services concluded between the Payment Service Provider and the Seller for the provision of the Payment Services. The Seller T&Cs are available at https://mangopay.com/terms-and-conditions/payment-services .
<u>Third-Party PSP</u>	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, 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.
<u>Transaction</u>	means a payout made by Customer or its Sellers. For the avoidance of doubt, it is specified that the payout constitutes a transfer of funds to an external account and under no circumstance a transfer between two wallets.

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 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 Payment Services.

For the purposes hereof, Mirakl is acting as the Payment Service Provider's agent within the meaning of Directive (EU) 2015/2366 (PSD2).

3. REQUIREMENTS FOR THE USE OF THE MIRAKL PAYOUT SOLUTION

3.1) Bank Account.

The Payment Services are provided to Customer and its Sellers subject to them having a bank account opened in their name in a bank authorized within 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.

During the term of the Agreement, Customer warrants and represents to Mirakl and the Payment Service Provider that (i) no illegal activity according to applicable laws is conducted through the Customer Platform; and (ii) all the activities conducted by Customer and/or its Sellers through the Mirakl Payout Solution comply with the Accepted Activities Guidelines.

Customer shall only use the Mirakl Payout Solution for the Customer Platform and only for the activities disclosed during Customer's onboarding. In case Customer wants to use the Mirakl Payout Solution for other purposes (other activities, website(s) and/or mobile application(s) other than the Customer Platform, other payment flow, etc.), Customer must inform and obtain Mirakl's and the Payment Service Provider prior written consent.

3.3) Production Use.

Customer agrees that the Production Use of the Mirakl Payout Platform is granted to Customer provided that (i) Customer has transmitted to Mirakl all the information and documents set out in Annex 1, and (ii) Customer is and remains in full compliance with the obligations set forth in Annex 2

4. PROVISION OF PAYMENT SERVICES

The Payment Service is provided to Customer and Sellers by the Payment Service Provider respectively through i) the Customer T&C's or through ii) the Sellers' T&Cs in the context of their activities on the Customer Platform.

- i) Customer T&C's: The Customer T&Cs accepted by Customer through acceptance of these Terms may be updated by the Payment Service Provider from time to time upon reasonable written notice sent by Mirakl or the Payment Service Provider to Customer.
- 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 Mirakl or the Payment Service Provider to Customer. Customer hereby undertakes to make the updated version of the Seller T&Cs available on its Customer Platform and to notify the Sellers of this change without undue delay, in accordance with the provisions of the Seller T&Cs in force.

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.

Customer acknowledges and agrees that the Payment Service Provider may refuse to open a specific Seller account, suspend, or close such account, in particular for reasons relating to AML/CFT. This decision shall not give rise to any right to compensation or damages for Customer and/or its Sellers.

5. COMMITMENT OF USE

5.1) Use of the Mirakl Payout Solution. Customer shall use the Mirakl Payout Solution to manage the settlement and distribution of the proceeds of transactions on the Customer Platform, subject to Mirakl offering a solution technically possible, and available on the considered geography.

5.2) Existing Payout Solutions. Notwithstanding section 4.1, Customer remains entitled to use the payout solution(s) in place prior to the date of the Agreement, if any, to manage the settlement and distribution of the proceeds of Sellers' transactions, for the territories already covered.

6. MIRAKL PAYOUT FEES

6.1) Customer agrees and acknowledges that the fees invoiced by Mirakl to Customer pursuant to this Agreement incorporate the fees for the Payment Service and the Subscription Fees of the Mirakl Payout Platform.

6.2) Validation Fee for Asian Sellers. In addition to the fees set forth in the Order Form, Mirakl shall invoice Customer a EUR 20.00 fee for each Seller (i) whose registered office or principal place of business is in in Asia and (ii) who is submitted by the Customer for validation to the Payment Service Provider.

6.3) Mirakl Payout Additional Transaction Fees. In addition to the fees set forth in the Order Form, Mirakl shall invoice Customer a EUR 5.00 fee for each Non-Domestic Payout Transaction.

7. 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 Service, in case of Customer's noncompliance to these terms or if required under applicable laws.

8. DISCLAIMER

IN NO EVENT SHALL MIRAKL BE LIABLE FOR PAYMENT SERVICE PROVIDED BY THE PAYMENT SERVICE 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.

9. ASSIGNEMENT

In addition to Article "Assignment" of the Agreement, Mirakl may assign the part of the Agreement related to Mirakl Payout to one of its Affiliates. Customer agrees to sign an assignment agreement that may prove necessary to act this assignment.

Annex 1: List of Customer's Onboarding Information

Name of the document	Description	Required
Company		
Article of Association	Statuses of the companies dated and signed	Compulsory
Proof of Registration	Extract of Trade Registry or other equivalent, less than 3 months	Compulsory
IBAN / Bank Detail	Bank statement or IBAN statement	Compulsory
Marketplace T&Cs	Draft or validated T&Cs of the client	Compulsory
Structure Chart	Dated and signed, indicating all the holding companies, percentage of ownership of companies and individuals...	Compulsory
Pitch Deck	Description of the Business Model of the company plus global presentation	Compulsory
Proof of Regulation	In the case of a regulated business (financial, health, notary...)	Only requested when relevant
Business Relationship Seller	Internal Payment Service Provider document to describe the onboarding process for the sellers of the marketplace	Compulsory
Due Diligence Questionnaire (Onboarding)	Internal document of Payment Service Provider aimed at collecting the necessary information to ensure that the internal control system of its agents is appropriate	Only requested when relevant
Anti-Fraud policy	Internal Payment Service Provider document to describe controls and checks	Only for C2C business
Underage Procedure	Proof that an underage procedure exists on the marketplace when necessary (alcohol sell)	Depending on the activity of the marketplace
Mockup	Printscreen of the marketplace website, customer journey or website when available	Compulsory
Holding Companies		
Article of Association	Statuses of the companies dated and signed	Compulsory if the company owns more than 25% of the marketplace
Proof of Registration	Extract of Trade Registry or other equivalent, less than 3 months	Compulsory if the company owns more than 25% of the marketplace
Legal Representative		
ID Proof	ID Card or Passport valid (colour)	Compulsory
Criminal Record	This document should be less than 3 months	Only for High Risk client or Agent

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Resume	Up-to-date resume of the Legal Representative	Only for High Risk client or Agent
Sworn Declaration	Internal Payment Service Provider Document indicating the background of the Legal Representative such as their detail	Only for High Risk client or Agent
Ultimate Beneficial Owner		
ID Proof	ID Card or Passport valid (colour)	Compulsory
Extract of beneficiaries	Document that confirms the number of persons / companies owning more than 25%, less than 3 months	Compulsory

Additionally, during the term of the Agreement, Mirakl may, at any time, request Customer to provide all documents and information that Mirakl deems necessary to perform the relevant due diligence (and in particular, but not limited to, onboarding information), and notably the following additional documents or information:

- Description of its procedures relating to the onboarding of Sellers.
- Description of internal measures put in place to control the application of these procedures.
- Description of internal processes and control activities in place to monitor flows and transactions.
- Description of fraud prevention policy.
- Supporting documents related to the business model description such as pitch deck.
- If the activity is regulated, a proof that Customer is duly authorized by the relevant authority.
- Any additional document justifying that Customer is duly authorized to perform its activities.

Customer undertakes to communicate any such documents and information, without undue delay but no later than fifteen (15) days following such request, unless a shorter period is requested by a competent authority.

Customer shall notify Mirakl of any modification or update of the information provided.

Customer authorizes Mirakl to communicate to the Payment Service Provider all documents relating to Customer necessary for the Payment Service Provider to perform its regulatory checks and diligences.

Annex 2: Compliance with financial regulations

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, THE CUSTOMER'S LIABILITY FOR NON-COMPLIANCE OF THIS EXHIBIT CANNOT BE LIMITED.

1/ Cooperation and assistance

Customer must assist Mirakl and the Payment Service Provider to comply with their own regulatory obligations by communicating, upon request, and without undue delay to Mirakl, all the economic evidence of any flows recorded in the Receiving Account, or credited to a Payment Service Provider Account. Customer shall make its best efforts in assisting Mirakl to gather information about the origin and/or the economic and financial destination of the funds.

Mirakl or the Payment Service Provider may also be required to carry out investigations for any operation which could be or which, according to its analysis, would be likely to be sanctioned by any competent authority, leading, if necessary, to a delay in the implementation of Customer's or a Seller's instructions.

Customer shall undertake, in particular, to inform Mirakl of any operation that the Customer is aware of and that is not part of the operations usually carried out in the context of the use of the Customer Platform by Customer or the Seller concerned.

Customer shall assist Mirakl and the Payment Service Provider in receiving the relevant information about politically exposed persons (PEP)

Customer acknowledges that it is its sole responsibility to implement its own security and anti-fraud policies with regard to its activities in order to prevent and detect any fraudulent activities and agree to provide evidence of the implementation and audit of its policies to Mirakl and the Payment Service Provider upon request. As a consequence, Customer acknowledges and agrees that it is solely liable of all consequences resulting from fraud related to the use of the Mirakl Payout Solution vis-à-vis Mirakl and the Payment Service Provider (such as "account takeover" and similar patterns).

2/ Coordination with Third-Party PSPs

Upon subscription to the Mirakl Payout Platform, Customer declares to Mirakl and the Payment Service Provider the Third-party PSP(s) used for acquiring service in accordance with the template available hereinafter. Customer shall immediately notify in writing Mirakl of any modification or update of the information provided.

Customer acknowledges that the processing of payment transactions made by the End Customer to such Third-Party PSPs shall be carried out under the sole responsibility of Customer, in accordance with the contract and procedures agreed with its Third-Party PSPs.

As a consequence, Customer:

- shall be responsible for the accuracy of the settings leading to the payment instructions transmitted to the Payment Service Provider by Mirakl on Customer's behalf for the distribution of funds;
- shall be fully liable toward Mirakl and the Payment Service Provider for any difference or inconsistency between the amounts of the funds effectively received (or not received) to the Receiving Account and the amounts of the funds that should have been received to the Receiving Account, according to the payments made by the End Customers; and

Regarding the funds transferred to the Sellers or Customer through the Third-Party PSP, Customer represents and warrants that:

- the Payment Service Provider is the sole recipient of the funds thus accepted by the Third-Party PSP which commit to exclusively settled the acquired fund to the Receiving Account provided by the Payment Service Provider, who then allocates them to the relevant Seller or Customer Payment Service Provider Accounts;
- according to the terms agreed between the Third-Party PSP, the Third-Party PSP acknowledges and agree that the funds accepted for payment transactions made through the Customer Platform as belonging the recipients of the transactions (i.e., the Sellers or Customer, where the case may be); and
- Customer will not, at any time, enter into possession of the Seller's funds of payment transactions accepted by the Third-Party PSP, unless expressly provided in a separate agreement.

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Template for declaration of Third-Party PSP				
Third-Party identification	PSP	Payment Methods provided by the ThirdParty PSP	Type of certification	approval/localisation
-	-	-	-	-

(Add as many lines as there are Third-Party PSP(s) involved in the acquiring service; the statement shall concern only those Third-Party PSPs involved in the transfer of the funds to be transferred to the Payment Service Provider)