

Annex 3.4(d): Country-Specific Provisions for the Netherlands

The Operator enables Sellers to offer their product range on the Operator's Online Marketplaces to different countries. If the Seller offers his goods on the Marketplace in the Netherlands, the following additional provisions apply.

1. Compliance with Dutch consumer law

- 1.1. The Seller agrees to be responsible for ensuring that he complies at all times with the obligations incumbent upon him under Dutch consumer law (such as, but expressly not limited to: all information obligations mentioned in Dutch law).

2. Reporting- and Disposal-Systems

- 2.1. The Seller agrees to comply with all Dutch legal provisions applicable to it with regard to Reporting and Disposal-Systems, in particular with regard to packaging, waste equipment, waste, batteries and similar requirements, and to indemnify and hold the Operator harmless in this respect.

3. Seller's way of working

- 3.1. All onboarded Sellers have to provide a seamless experience to the customer of Operator. This means that Seller will operate under similar tactics and accept to use and offer only the terms and conditions that MediaMarkt has set up for the sellers to use in relation to the customer.
- 3.2. Seller will offer customers a 30-day return period in compliance with MediaMarkt standards.
- 3.3. Sellers have to maintain an EU warehouse and ship products exclusively from the EU warehouse. Failure to comply with this clause grants the Operator the right to suspend the Seller's account immediately. Operator will not put the sellers account online again until the seller can conclusively prove that it does have a warehouse within the EU and ships from this warehouse. If Seller fails to prove within the time frame as mentioned in last sentence, the Operator has the right to terminate the Agreement.
- 3.4. Seller hereby guarantees that all Products supplied under or in connection with this Agreement and associated packaging comply with any and all laws and regulations applicable in the European Economic Area and the Netherlands. This includes, but is not limited to, compliance with applicable laws and reporting obligations regarding product safety, packaging and recycling and disposing of chemicals and waste.
- 3.5. Further, the Seller hereby guarantees that the necessary conformity assessment procedures are properly carried out and documented, that all Products will be labeled properly, and that packaging used complies with the applicable provisions. Relevant documentation, registration evidence as well as lost or missing labels will be provided upon request without undue delay.
- 3.6. Sellers will promptly inform Operator of any changes related to his company at least one (1) day prior to the changes.
- 3.7. Seller ensures that only authorized users have access to the platform at all times and that their company data is accurate.
- 3.8. Agreements between the Operator and Seller will be signed through the platform, ensuring that agreements are signed by authorized signatories of both Parties.
- 3.9. Operator can request and promote Seller offers, with the right of final selection residing with the Operator.
- 3.10. Seller may be eligible for Operator's space as a service offer if there is availability and if Seller meets the applicable conditions. Seller has to approach the marketplace team with a business case, on the basis of which Parties can discuss the options.

- 3.11. Seller must have an appropriate company name which does not infringe any rights of others. Operator reserves the right to deny access to the Platform if the name of Seller's company which Seller will be displayed at the Platform appears to be inappropriate. This assessment is left entirely to Operator's sole discretion.
- 3.12. The Seller service must be reachable 90% of the time on a daily basis between 09:00 and 17:00.
- 3.13. *Seller will provide Operator with any documentation needed or requested by Operator (i.e. receipts, product license, sourcing proof etc.) not later than one (1) working day from the request. If Seller fails to meet this requirement, Seller's account will be suspended directly by Operator and will not be activated again until Seller provides these documents and MediaMarkt conforms that these documents are accepted.*

4. Products

- 4.1. Brands can only be registered in the Platform if the Brand is registered in the Benelux Office for Intellectual Property (BOIP)
- 4.2. Products must have a valid ISBN, a valid EAN, or a valid GTIN.
- 4.3. It is only permitted to sell electric bicycles, if Seller can prove compliance with EU regulation 168/2013 or the latest directive.
- 4.4. Seller has to be able to provide sourcing details upon first request, including but not limited to purchase invoices and contact details of their suppliers.
- 4.5. Refurbished, second-chance products, or open packages are not allowed to be sold unless mentioned in the product description and approved by Operator with a refurbished/second-hand specialized shop.

5. Content

- 5.1. Seller has to verify the product content before uploading offers on the Platform.
- 5.2. Product descriptions must be unique based on guidelines of the Operator.
- 5.3. Seller is not allowed to put any links (direct or indirect) on the Platform without written consent of the Operator. If Operator discovers that links have been posted without its written permission, this may lead to suspension of the account.
- 5.4. Requests for brand ownership must be directed at the Seller managers of the marketplace team. Operator will initiate an internal review process and communicate the decision with explanation to the requesting party.

6. Order Process

- 6.1. Seller must approve orders within two (2) hours of receiving an order and such approval may never be delayed beyond 24 hours after receiving an order.
- 6.2. Seller ensures to ship all orders with a value of € 50,- or more free of charges to the customer.
- 6.3. Seller is responsible for setting high and accurate standards in availability. If Operator observes that Seller fails to comply with this clause, Operator has the right to suspend Seller's account.
- 6.4. Seller must immediately inform the Operator of any technical problems and provide a timeline for resolution. Prolonged issues may result in temporary account suspension.
- 6.5. Seller is only allowed to communicate with customers through the Operator's Platform.
- 6.6. Seller has to answer consumer requests within two (2) hours (operating hours) and at the latest within 24 hours.
- 6.7. Seller has to take all relevant measures to ensure accurate delivery and the ability to book proof of delivery with each Order on the Platform.
- 6.8. Packing should be neutral unless agreed otherwise. It is not allowed for Seller to put coupons or any advertising material in parcels without the written approval of the Operator.

7. Returns

- 7.1. In accordance with Section 6:230m DCC the Seller is obliged to provide the end customer with the following information in a clear and comprehensible manner: the existence of a right of withdrawal from the contract, the conditions, the period, and the procedures for exercising that right in accordance with Section 6:230o DCC, as well as the model withdrawal form included in Annex I, Part B, of the directive nr. 2002/65/EG.
- 7.2. Seller is obligated to offer end customers a return period of 30 days after receipt of the good and to inform the end customers about this right before the agreement between the Seller and the end customer has been concluded. If the Seller has not provided the end customer with the above mentioned information the return period of 30 days shall be extended by the time that has elapsed from the moment the good is received until the moment when all the missing information is subsequently provided to the end customer in the prescribed manner, but not exceeding twelve months.
- 7.3. Seller ensures to offer returns to be free of charge to the customer.
- 7.4. In accordance with Section 6:230p DCC the end customer has no right to return the purchased good in the case of the delivery of audio and video recordings and computer software whose seal has been broken after delivery.
- 7.5. Seller will make sure that his parcels are insured as common practice in the Netherlands. If a parcel is sent without insurance and the customer states that the parcel is not received, it is the responsibility of Seller to start an investigation within two (2) working days with the parcel carrier and compensate the customer by sending a new product or refunding the money within five (5) working days.
- 7.6. It is recommended for Seller to include return label with every parcel.
- 7.7. If a return label is not present in the parcel or if the Seller has not provided credentials for issuing a return label to Operator or if Seller does not send a return label within two (2) working days, Operator has the right to issue a return voucher and charge the Seller account, including a handling fee of 10 EUR per handling.
- 7.8. In case of returns at a store of Operator, the Store has the authority to verify the returned product and request the refund towards the customer. If specific requirements exist based on product categories regarding this right of return, Sellers should contact the marketplace team.
- 7.9. In respect of clause 3.9 regarding returns the following applies supplementary. In accordance with Section 6:230r Dutch Civil Code ("DCC") the Seller must refund all payments received from the end customer, including costs of delivery, without delay but at the latest within 14 days from the day of receipt of the good. The timeframe the Operator requires the Seller to meet is refunding within 48 hours after the receipt of the good by the Seller.

8. Suspension/Termination

- 8.1. Operator retains the right to suspend the account if some of the following problems occur. Those problems include, but are not limited to:
 - a. Content: Seller is intentionally or consistently providing invalid content or there is consistently wrong content reported by users regarding Seller (for instance a new not existing color in a product or changing product descriptions/other content or features after approval).
 - b. Availability: Providing multiple times invalid stock information (e.g. putting products on stock which are actually not in stock).
 - c. Price: Providing prices which are misleading, which can be either a technical problem or fraud.

- d. Handling: Not respecting the agreed service levels or not responding constantly at the Operators/customer's communications.
 - e. Inappropriate behavior: Behavior towards the end customer or the operator which is not in line with our code of conduct.
 - f. Returns/Refunds: Continuously not complying with the refund service levels.
 - g. Tech: Continuously having integration challenges.
 - h. Rest: Continuously having integration challenges.
- 8.2. Operator has the right to suspend a Seller account if it remains inactive for more than 60 days.
- 8.3. Operator retains the right to suspend an account if complaints occur regarding genuine products, used products or opened packages at the moment of receiving the order.
- 8.4. Operator retains the right to suspend an account if inaccurate/false delivery data are provided within the platform.
- 8.5. The right of termination with immediate effect for good reason remains unaffected. In particular, without limitation, Operator shall be entitled to extraordinary termination if:
- a. a liquidation of the Seller is carried out or resolved upon;
 - b. the Seller is over-indebted or cannot pay its debts when they are due;
 - c. the Seller ceases its business operations;
 - d. there are reasons to expect that the Seller cannot permanently fulfill its obligations under this Agreement;
 - e. continuation of this Agreement cannot be reasonably expected from MediaMarkt Netherlands (e.g. in case when the Seller is subject to a change of control executed by a competitor of MediaMarkt Netherlands, etc.); or
 - f. the Seller consistently breaches provisions of this Agreement (material breach).
- 8.6. In the event of extraordinary termination of this Agreement by Operator, all other remedies (e.g., claims for damages or compensation) remain unaffected.
- 8.7. Operator will issue an invoice if negative balances occur after the termination of the cooperation with Seller.

9. Remuneration

- 9.1. All fees and commissions, as defined below, are net amounts (excluding VAT, sales taxes, use taxes and similar taxes).
- 9.2. The Seller is obliged to pay the taxes due on the remuneration. The Seller will be obliged to reimburse the Operator if the latter is obliged by law or administrative order to pay VAT, sales tax, use tax or similar taxes on behalf of the Seller.
- 9.3. Activation fee: The Operator will charge the Seller basic fee of EUR 1000.00 net. For the Sellers onboarded during the first year of operations of the marketplace the fee is eliminated for once.
- 9.4. Monthly basic fee: The Operator will charge the Seller for the possibility of using the Marketplace in Netherlands a monthly basic fee of EUR 39.00 net per shop. The fee is due for the first time upon conclusion of this agreement.
- 9.5. Sales commission for new goods: The sales commission is based on the gross price plus shipping costs for each item sold. An item is considered sold when the contract of sale has been concluded, but at the latest when the Seller has sent the shipping confirmation or the goods to the end customer.
- 9.6. Sales commissions by category are:
<https://mediamarktsaturn.mirakl.net/mmp/shop/platform-setting/commission/category>
- 9.7. Negative balances: The Operator will charge negative balances monthly or quarterly (if occur).
- 9.8. Operator retains the right to issue credit notes if, after the agreement termination, extra costs occur (e.g., credit card chargebacks).

10. Intellectual Property

10.1. In deviation of clause 9.1 of this Agreement, the Seller grants:

- a. the Operator all rights to information made available to third parties by the Operator in connection with Product Descriptions and illustrations on the Online Marketplace.
- b. the Operator and all other Sellers on the Online Marketplace, exclusively for use on the Online Marketplace, a free, non-exclusive, irrevocable, perpetual, worldwide right of use and licence to use, reproduce, demonstrate, display (as a form of public communication), distribute, adapt, modify, reformat, create and use by editing and for other commercial or non-commercial use, for product descriptions provided by the Seller in accordance with Annex 8.2, wherewith each other Seller is entitled to transfer this right of use or licence to a third party in accordance with Sections 15 ff. of the German Stock Corporation Act (analogue (AktG)) to affiliated companies. Notwithstanding the foregoing, the Other Sellers will not be prevented from using Product Descriptions provided by the Seller in accordance with Annex 8.2 without the Seller's consent to the extent that such use is possible without a licence in a legally permissible manner (e.g. certain uses under copyright law, referenced use under trademark law or under a valid licence from a third party). Furthermore, this Agreement does not affect the ownership and control of the intellectual property rights of the Seller.

10.2. In deviation of clause 12.8 of this Agreement, Seller's content on Operator's platform regarding product data will not be deleted after termination of this Agreement, to the extent permissible by law.

11. Payment

| iDEAL | |
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| Payment Type | Real-time Bank Transfer iDEAL is a bank transfer payment method. Recipients can receive a real time confirmation of the transaction. iDEAL is restricted to use by customers who have been issued an online bank account that is iDEAL compatible and held at a bank based in the Netherlands. |
| Chargeback Risk | No |
| Payment Guarantee | Yes - Payment Guarantee means every transaction that is flagged as complete or successful (whichever is applicable) will be paid to your Account and the funds cannot be revoked, subject further to these terms and the User Agreement and your compliance with them. |
| Refund possibility | Yes |

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| Transaction minimum | N/A |
| Transaction maximum | N/A |
| Specific Prohibited Goods and Services | None other than those prohibited goods and services set out within the User Agreement |
| Supplemental Terms | <ol style="list-style-type: none"> 1. You must make the information about the complaints procedure easily available to customers on your website. 2. You are not permitted to offer the iDEAL Payment Method via e-mail link services unless you obtain the prior written permission of PayPal. An iDEAL payment link is a URL that leads to your payment page on which a customer can initiate an iDEAL transaction. 3. You must cooperate with requests for information in specific situations that require further investigation in relation to the iDEAL payment method as may be notified to PayPal or you from time to time. 4. The iDEAL Merchant Integration Guide can be accessed here: https://betaalvereniging.atlassian.net/wiki/spaces/IPD/overview; you must adhere to the terms and conditions for the use of iDEAL as included in Schedule I to Annex 1, including the use of the iDEAL logo, as described in Schedule II to Annex 1 below. 5. You shall report any events that require reliance on the iDEAL Payment Guarantee to PayPal without delay. |

Schedule I - Terms and Conditions for the use of iDEAL

1. The definitions set out on <https://currencl.atlassian.net/wiki/spaces/PDS/pages/3272835079/GR+-+part+1+-+iDEAL+R+R+Definitions>, apply to the Terms and Conditions for the use of iDEAL.
- You explicitly agree that the payment by the Acquirer in respect of iDEAL Transactions, which the Acquirer has received from the bank of the User (Issuer), is made to the CPSP (and not to the Merchant directly);
 - You also agree that the guarantees and terms and conditions under which iDEAL Payments are made do not extend to the Merchant, and therefore the Merchant runs a payment risk since the iDEAL Payment Guarantee is limited to the contracting party of the Acquirer (i.e. the CPSP).